

**AGREEMENT**

**between**

**THE BOARD OF EDUCATION**

**of the**

**CITY SCHOOL DISTRICT OF THE  
CITY OF NEW YORK**

**and**

**COUNCIL OF SUPERVISORS  
AND ADMINISTRATORS**

**OF THE CITY OF NEW YORK**

**LOCAL 1, AMERICAN FEDERATION  
OF SCHOOL ADMINISTRATORS, AFL-CIO**

**July 1, 2003-March 5, 2010**

## TABLE OF CONTENTS

<b>PREAMBLE.....</b>	<b>1</b>
<b>ARTICLE I -- RECOGNITION .....</b>	<b>2</b>
A. School Supervisors .....	2
B. Other Supervisors.....	3
C. School Psychiatrists .....	3
D. Education Administrators .....	3
E. Per Session Supervisors .....	9
<b>ARTICLE II -- FAIR PRACTICES .....</b>	<b>9</b>
<b>ARTICLE III -- SALARIES AND WELFARE BENEFITS.....</b>	<b>9</b>
A. Salaries.....	9
B. Education Administrators .....	20
C. Coordinators and Assistant Coordinators of Adult Education.....	22
D. Welfare Benefits .....	23
E. Pension And Retirement Program.....	26
<b>ARTICLE IV -- SUPERVISION AND EVALUATION OF SCHOOL STAFF .....</b>	<b>27</b>
<b>ARTICLE V -- WORK YEAR AND SCHOOL DAY.....</b>	<b>27</b>
A. School Supervisors .....	27
B. Headquarters and District Offices Supervisors.....	31
C. Employees in the Title "Supervisor of" .....	32
D. Change of Holiday Schedule .....	32
E. Training for New Intermediate Supervisors.....	32
F. Education Administrators And Coordinators And Assistant Coordinators Of Adult Education.....	32
G. Vacation And Other Working Conditions For Education Administrators .....	33
H. Vacation And Other Working Conditions For Coordinators And Assistant Coordinators Of Adult Education .....	35
I. Second Opportunity Schools (SOS) .....	36
J. Conversion of Adult Education Coordinators to Principals.....	38
<b>ARTICLE VI -- SPECIAL WORKING CONDITIONS.....</b>	<b>40</b>
A. Relief from Non-Supervisory Duties in Schools .....	40
B. Subject Area Supervisor Assignments .....	40
C. Per Session Employment of Supervisors .....	40
D. Supervision of Training Positions.....	43
E. Responsibility for Health Services.....	43
F. Teaching Exemptions for Assistant Principals (Supervision) in High Schools .....	43
G. Professional Conferences.....	44
H. Bureau Conferences .....	44
I. Use of Personal Cars .....	44
J. Supervisor Files.....	44
K. Equipment Repair .....	45
L. Telephone Service .....	45
M. Allocation of Funds.....	45
N. Supervisors of Special Education Assignment Preferences .....	45

O. Reclassification of Principals of Alternative H.S., K-8 Schools and 6-12 Schools .....	46
P. F-Status Employment for CSA Members/Retirees .....	46
Q. Split Assignments for Assistant Principals.....	47
<b>ARTICLE VII -- GENERAL BENEFITS.....</b>	<b>47</b>
A. Reimbursement for Medical Expenses .....	47
B. Vacation Pay .....	48
C. Skin Test .....	49
D. Requests for Medical Examination of Supervisors.....	49
E. Assistance in Assault Cases .....	50
F. Pay During Military Service.....	50
G. Excuse for Selective Service Examination .....	50
H. Damage or Destruction of Property .....	51
I. Payment for Jury Duty .....	51
J. Summons, Discharge or Review .....	51
K. Withdrawal of Resignation and Subsequent Reappointment .....	59
L. Excessing Rules.....	60
M. Medical Report and Review.....	64
N. Information to CSA .....	65
O. Salary Payment .....	65
P. Supervisory Support Program .....	66
Q. Probationary Periods.....	68
R. Retroactivity.....	68
<b>ARTICLE VIII -- LEAVES OF ABSENCE AND SICK LEAVE .....</b>	<b>68</b>
A. Leaves of Absence Without Pay .....	68
B. Cumulative Absence Reserve and Sick Leave.....	70
C. Sabbatical Leaves of Absence, Retirement-Leave-in-Lieu-of-Sabbaticals and Lump Sum Payments for Retirement-Leave-in-Lieu of Sabbaticals .....	73
D. Absence Without Notice.....	75
E. Notification of Resignation and Retirement.....	76
F. Interim Acting Assignments.....	76
<b>ARTICLE IX -- OPPORTUNITY FOR TRANSFER .....</b>	<b>76</b>
A. School Supervisors .....	76
B. Headquarters and District Office Supervisors .....	78
C. Transfer Pool.....	78
<b>ARTICLE X -- GRIEVANCE PROCEDURE.....</b>	<b>78</b>
A. Definition .....	79
B. Adjustment of Grievances.....	79
C. Arbitration.....	80
D. General Provisions as to Grievances and Arbitration.....	81
E. Time Limits .....	82
F. Priority Handling of Grievances.....	82
G. Special Procedures for Grievances Arising Out of Per Session Employment.....	82
H. Per Session Employment Arbitrations .....	83
<b>ARTICLE XI -- SPECIAL COMPLAINTS .....</b>	<b>83</b>
A. Definition .....	84
B. Filing and Priority Handling .....	84

C. Joint Investigation and Informal Resolution .....	84
D. Administrative Hearing and Continued Attempt at Informal Resolution .....	84
E. Decision of the Chancellor .....	85
F. Fact-Finding and Recommendations .....	85
G. Board Consideration .....	85
<b>ARTICLE XII -- CONSULTATION.....</b>	<b>85</b>
A. Districts, Bureaus and High Schools .....	85
B. Chancellor .....	86
<b>ARTICLE XIII -- EXCLUSIVE CHECK-OFF AND PAC EMPLOYEE CONTRIBUTIONS...</b>	<b>86</b>
A. Exclusive Check-Off.....	86
B. PAC Employee Contributions.....	86
<b>ARTICLE XIV -- AGENCY SHOP.....</b>	<b>86</b>
<b>ARTICLE XV -- CONFORMITY TO LAW .....</b>	<b>87</b>
<b>ARTICLE XVI -- NO-STRIKE PLEDGE .....</b>	<b>87</b>
<b>ARTICLE XVII -- NOTICE-LEGISLATIVE ACTION.....</b>	<b>87</b>
<b>ARTICLE XVIII -- MATTERS NOT COVERED .....</b>	<b>87</b>
<b>ARTICLE XIX -- DEFINITIONS.....</b>	<b>88</b>
A. Chancellor .....	88
B. Community Superintendent .....	88
C. Board.....	88
D. Intermediate Supervisor.....	88
E. Community Education Council.....	88
<b>ARTICLE XX -- SCHOOL PSYCHIATRISTS .....</b>	<b>89</b>
A. General Provisions .....	89
B. Article VIII.....	89
C. Salaries .....	89
D. Longevity Increments - Psychiatrists.....	90
E. Welfare Benefits .....	90
<b>ARTICLE XXI -- COMMITTEES .....</b>	<b>90</b>
<b>ARTICLE XXII -- EVALUATION/OBSERVATION JOINT COMMITTEE.....</b>	<b>92</b>
<b>ARTICLE XXIII-- CHAIRPERSONS OF COMMITTEES ON SPECIAL EDUCATION.....</b>	<b>92</b>
A. General Terms And Conditions .....	92
B. Salaries .....	92
C. Work Week, Work Year, Vacations, Vested Benefits and Sick Leave .....	94
<b>ARTICLE XXIV -- GAINSHARING INITIATIVES.....</b>	<b>94</b>
<b>ARTICLE XXV -- COST LIMITS .....</b>	<b>96</b>
<b>ARTICLE XXVI -- DURATION .....</b>	<b>97</b>

## **PREAMBLE**

The Department of Education and the CSA recognize that supervisors play a vital role as instructional leaders in carrying out the Department of Education's mission to provide excellence in education to the students and families served by our school system. Together with other members of the educational community, supervisors must dedicate themselves to improving instruction. Among the responsibilities of supervisors are assuring that appropriate teaching techniques are used in classrooms, assuring that professional development occurs and striving for appropriate curriculum outcomes. Meeting the educational needs of the children of New York City demands the maximum cooperation of all concerned. The Department of Education and the Council of Supervisors and Administrators therefore pledge that their joint efforts will be dedicated to the achievement of the standard of educational excellence that all pupils deserve and that the community has a right to expect.

AGREEMENT MADE AND ENTERED INTO AS OF this 20th day of April, 2007 by and between THE DEPARTMENT OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK (hereinafter referred to as the "DOE") and the COUNCIL OF SUPERVISORS AND ADMINISTRATORS OF THE CITY OF NEW YORK, LOCAL 1, AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS, AFL-CIO (hereinafter referred to as the "Union" or "CSA").

WHEREAS, CSA has submitted satisfactory evidence that it represents a majority of supervisory employees in the titles covered by this Agreement; and

WHEREAS, CSA is therefore deemed to be the exclusive collective bargaining representative for all supervisory employees covered by this Agreement; and

WHEREAS, pursuant to the provisions of the Public Employees Fair Employment Law, the DOE and its designated representatives have met with representatives of CSA and fully discussed with them the terms and conditions of employment affecting the supervisory employees covered by this Agreement; and

WHEREAS, an Agreement entered into by and between the parties on December 16, 1999 by its terms expired on June 30, 2003; and

WHEREAS, this Agreement has been modified by a successor Agreement; and

WHEREAS, a successor Agreement has been reached by the parties for the period July 1, 2003 to March 5, 2010 in an MOA dated April 20, 2007;

NOW, THEREFORE, it is agreed as follows:

## **ARTICLE I -- RECOGNITION**

The DOE recognizes the CSA as the exclusive bargaining representative of all employees of the DOE serving by appointment or assignment under license or other pedagogical certification in pedagogical supervisory or administrative positions in schools, bureaus, districts or central offices and receiving the salary established for such position, excluding managerial and confidential employees in these titles designated as managerial or confidential under the procedures established by the Taylor Law or by agreement of the parties.

Those in the supervisory and administrative positions described above are employees in the following titles and in similar titles established hereafter during the term of this Agreement.<sup>1</sup>

### **A. School Supervisors**

Assistant Principal in Day Elementary Schools

Assistant Principal in Junior High Schools (Administration)

Assistant Principal in Junior High Schools (Supervision)

Assistant Principal in Intermediate and Junior High Schools (Teacher Trainer)

Assistant Principal in Elementary, Intermediate and Junior High Schools

Assistant Principal in School for the Deaf

Assistant Principal in Academic High Schools (Administration)

Assistant Principal in Vocational High Schools (Administration) and Day High Schools (Administration)

Assistant Principal in Day Academic and Vocational High Schools (Supervision)

Assistant Principal Administration and Supervision -- Special Education -- in Day High Schools

Assistant Principal in Special Education Schools

Principal of Elementary Schools

Principal of School for the Deaf

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<sup>1</sup> Any titles listed in prior Agreements that have been removed from Article I for business reasons but had incumbents for any part of the period from July 1, 2003 to March 5, 2010 are entitled to the same additional rate increase and all rights and benefits as employees in comparable titles still included in the list. Any titles or positions removed from the list which may be reestablished in the future will continue to be represented by the CSA.

Principal of Junior High Schools  
Principal of Day High Schools  
Principal of Day Academic and Vocational High Schools  
Principal of Adult Education  
Principal of Youth and Adult Center  
Principal of Independent Alternative High Schools  
Principal of Special Education Schools

**B. Other Supervisors**

Director of Attendance  
Director of Division of Special Education and Pupil Personnel Services  
Director of Early Childhood Education  
Director of Hearing Handicapped  
Director of Speech Improvement  
Assistant Director of Early Childhood Education  
Assistant Director of the Education of the Visually Handicapped  
Assistant Director of Hearing Handicapped  
Assistant Director of Speech Improvement  
Supervisor of Bi-Lingual Education  
Supervisor of Early Childhood Education  
Supervisor of Education of Visually Handicapped  
Supervisor of Guidance (Educational and Vocational)  
Supervisor of Hearing Handicapped  
Supervisor of Special Education  
Supervisor of Speech Improvement  
Borough Guidance Coordinator (Educational and Vocational) and/or Supervisor of Guidance (E&V)  
Assistant Coordinator of Adult Education  
Coordinator of Adult Education

**C. School Psychiatrists**

School Psychiatrist

**D. Education Administrators**

Employees in Levels IV, III, II and supervisory employees in Level I of the Education Administrator title series. All licenses in the Education Administrator series are categorized as Instruction Specialists. This designation is incorporated into each license title:

<u>License Title</u>	<u>Compensation Level</u>
Curriculum Development and Coordination	I, II
Educational Research, Evaluation and Program Planning	I, II
Funded Programs Management	I, II
Pupil Personnel Supportive Services, Student Enrollment and Support Services	I, II
Pupil Personnel Supportive Services, Attendance Support	I, II
Pupil Personnel Supportive Services, Student Suspensions	I, II
Pupil Personnel Supportive Services, School Security and Intervention Services Program Management Specialist	I, II
Pupil Personnel Supportive Services, Career/Technology Education	I, II
Subject Area Instructional Program Management Specialist – ELL/Bilingual	I, II
Subject Area Instructional Program Management Specialist, Arts	I, II

Subject Area Instructional Program Management Specialist, English	I, II
Subject Area Instructional Program Management Specialist, Interdisciplinary	I, II
Subject Area Instructional Program Management Specialist, Mathematics	I, II
Subject Area Instructional Program Management Specialist, Science	I, II
Subject Area Instructional Program Management Specialist, Humanities/Social Studies	I, II
Subject Area Instructional Program Management Specialist, Technology	I, II
Subject Area Instructional Program Management Specialist, Fitness and Physical Education	I, II
Subject Area Instructional Program Management Specialist	I, II
Assistant Examiner School Personnel	I, II
Administrator of Special Education	I, II
Enrollment Generalist	I, II
Enrollment Specialist for Students with Disabilities	I, II
Individualized Education Program Specialist	I, II
Innovative Specialist for Students with Disabilities	I, II

Intervention Specialist for Students with Disabilities	I, II
Special Education Professional Development Program and Instruction Management Specialist	I, II
Special Education – Interdisciplinary	I, II
Special Education Support Services	I, II
School Improvement Specialist	I, II
Special Education – Program Specialist	I, II
Early Childhood Education Program Management Specialist	I, II
Network Team Achievement Manager	I, II
Network Team Youth Development Manager	I, II
Senior Educational Research, Evaluation and Program Planning	III, IV
Senior Funded Programs Management	III, IV
Senior Pupil Personnel Supportive Services, Student Enrollment and Support Services	III, IV
Senior Pupil Personnel Supportive Services, Attendance Support	III, IV
Senior Pupil Personnel Supportive Services, Student Suspensions	III, IV

Senior Pupil Personnel Supportive Services, School Security and Intervention Services Program Management Specialist	III, IV
Senior Pupil Personnel Supportive Services, Career/Technology Education	III, IV
Senior Subject Area Instructional Program Management Specialist – ELL/Bilingual	III, IV
Senior Subject Area Instructional Program Management Specialist, Arts	III, IV
Senior Subject Area Instructional Program Management Specialist, English	III, IV
Senior Subject Area Instructional Program Management Specialist, Interdisciplinary	III, IV
Senior Subject Area Instructional Program Management Specialist, Mathematics	III, IV
Senior Subject Area Instructional Program Management Specialist, Science	III, IV
Senior Subject Area Instructional Program Management Specialist, Humanities/Social Studies	III, IV
Senior Subject Area Instructional Program Management Specialist, Technology	III, IV
Senior Subject Area Instructional Program Management Specialist, Fitness and Physical Education	III, IV
Senior Subject Area Instructional Program Management Specialist	III, IV

Senior Assistant Examiner School Personnel	III, IV
Senior Administrator of Special Education	III, IV
Senior Enrollment Generalist	III, IV
Senior Enrollment Specialist for Students with Disabilities	III, IV
Senior Individualized Education Program Specialist	III, IV
Senior Innovative Specialist for Students with Disabilities	III, IV
Senior Intervention Specialist for Students with Disabilities	III, IV
Senior Special Education Professional Development Program and Instruction Management Specialist	III, IV
Senior Special Education – Interdisciplinary	III, IV
Senior School Improvement Specialist	III, IV
Senior Early Childhood Education Program Management Specialist	III, IV
Senior Network Team Achievement Manager	III, IV
Senior Network Team Youth Development Manager	III, IV
Senior Network Team Special Services Manager	III, IV

Senior Special Education Support Services

III, IV

#### **E. Per Session Supervisors**

All those employed as per session supervisors. The employees in these titles are herein referred to variously as "employee" or "employees", "supervisor" or "supervisors" or by title.

It is understood that all collective bargaining is to be conducted at the DOE headquarters level.

Nothing contained herein shall be construed to deny to any employee his/her rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable civil service laws and regulations.

### **ARTICLE II -- FAIR PRACTICES**

- A. CSA agrees that it will continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, handicapping condition or age and that CSA will continue to represent equally all employees without regard to membership or participation in, or association with the activities of, any employee organization.
- B. The DOE agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, handicapping condition, age or membership or participation in, or association with the activities of, any employee organization.
- C. The DOE agrees that it will not require any supervisor to complete an oath or affirmation of loyalty unless such requirement is established by law.

### **ARTICLE III -- SALARIES AND WELFARE BENEFITS**

#### **A. Salaries**

The salaries for supervisors and the eligibility requirements therefore are as follows:

1. A supervisor shall be paid effective the date of proper assignment or appointment at the first step of the salary schedule in effect on that date, except that when the first step is an amount less than or equal to the supervisor's prior salary (excluding supervisory longevity increments), the supervisor shall be placed at the next step higher than the prior salary. If a supervisor is newly assigned or appointed to a position with a salary schedule identical to that of the supervisor's prior position, no step increment shall be granted. The appointment rate for any employee newly hired in the Department of Education on or after the first day of this Agreement shall be the minimum rate which was in effect for the applicable title on the last day of the previous Agreement,. Upon completion of one year of service, an employee hired on or after the first day of this Agreement shall be paid the indicated minimum for the applicable title in effect on the one year anniversary of such employee's original date of appointment to the title.

a. All employees assigned or appointed on or after July 1, 2004 shall have their salaries adjusted as though the applicable general wage increases contained herein had been in effect on the date of their assignment or appointment in conformity with the provisions of Article III A1. In no event shall such an adjustment result in a salary reduction.

2. A properly assigned or appointed supervisor shall advance to each next succeeding step in the supervisor's salary schedule upon completion of each year of paid service in that schedule.

3. Longevity Increments

a. Effective October 13, 1992, or on such date thereafter as the requirements shall be met, additional compensation, known as "longevity increments" shall be paid to those employees eligible therefore pursuant to the conditions and at the rates set forth above. To be eligible for longevity increments, employees must be at the maximum step of their salary schedule with the requisite years of paid service as a supervisor in the New York City public school system. The amounts specified for longevity increments are inclusive of any previously earned longevity increments. The gross annual salary rates of employees to whom said longevity increment is payable shall be computed by adding the sum provided per annum to the rates ascertained without consideration of said longevity increment.

b. A longevity increment as provided above when attained by an employee shall be retained in the case where he is serving in another title in the bargaining unit and in which he is not at the maximum salary step of his new schedule, but shall be paid at the rate applicable to his new title.

c. Effective July 1, 2003, the twenty-two (22) year Board service longevity shall be \$4,412 and shall be included in the calculation of differentials. For the 22 year service longevity calculation the general wage increases shall apply.

4. School Size Differential, Low Performing School Differential and Performance Increases

a. School Size Differential

Effective July 1, 2004, based upon October 31<sup>st</sup> registers; the following annual differential shall be paid to Principals in schools with larger enrollment and Citywide Special Education Schools with greater numbers of classes (excluding home instruction, hospital instruction and Special Attendance Register classes).

ENROLLMENT:	C.S.E.S. Classes:	DIFFERENTIAL:
700-899	35-39	\$1,000
900-1,199	40-44	\$1,750
1,200-1,999	45+	\$2,500
2,000+		\$3,250

b. Low Performing School Differential

Effective February 1, 2000, an annual salary differential of \$10,000 will be paid to Principals and \$2,500 to Intermediate Supervisors who are selected to serve or to be retained in low performing schools as defined by the Chancellor. Such employees who maintain satisfactory performance in this assignment shall receive the differential for a minimum of three years.

c. Performance Increases

Prior to September 2007, Principals, Assistant Principals, School Based Intermediate Supervisors and Education Administrators shall be eligible for performance increases. Eligibility for the increase shall be based upon performance-based evaluations and a set of objective criteria to be developed by the Chancellor after consultation with the CSA and shall include a requirement for dissemination of effective practices. Up to twenty-five percent (25%) of the top performing employees in each title shall receive the incentive in the following increments.

Performance	Assistant Principals and School Based	Intermediate Supervisors	Education Administrators
Percentile	Principals	Supervisors	Administrators
75%-84%	\$5,500	\$2,750	\$2,750
85%-94%	\$10,000	\$5,000	\$5,000
95%-100%	\$15,000	\$7,500	\$7,500

Beginning with the 2007-08 school year, Principals, Assistant Principals, school-based intermediate Supervisors and Education Administrators shall be eligible for performance increases. Eligibility for the performance increase shall be based on outstanding growth in student achievement measured according to value-added criteria, and such other objective criteria as the Chancellor may determine and communicate to Supervisors. Performance criteria and the amount of the increases will be set by the Chancellor in his/her discretion after consultation with CSA, and shall include a requirement for dissemination of effective practices. Said criteria and the amount of the increase shall be communicated to Principals and other Supervisors by June 30<sup>th</sup> of the prior school year. Supervisors eligible for the performance increase will be notified no later than April 1<sup>st</sup> of the school year following the year for which the performance increase is being awarded. Principals who meet the criteria shall receive increases up to \$25,000. The Assistant Principal and other supervisory staff who have been rated satisfactory in a school where the principal qualifies for the performance increase shall each receive an amount equal to one half the amount for the principal. Up to 25% of the top performing Principals shall receive the performance increase. The parties agree to a labor-management committee to develop a performance increase system for Education Administrators and other non-school based titles represented by CSA.

## 5. Grievability

The Chancellor's decision regarding which schools shall be designated low performing schools and which personnel shall be awarded performance incentives shall not be grievable.

## 6. Executive Principal

The parties agree to an Executive Principals program wherein principals selected by the Chancellor who agree to a 3 year assignment to serve in a high-needs school shall receive a

\$25,000 annual salary enhancement. The \$25,000 salary enhancement shall be paid annually during the assignment, contingent upon the receipt by the Executive Principal of a Satisfactory Rating for that year. Executive Principals must sign an agreement with the Department prior to the commencement of their assignment setting forth the terms of the 3-year commitment and conditions for payment and re-payment of the salary enhancement. At the conclusion of the 3-year principal assignment, the Executive Principal may agree to continue in or accept another executive principal assignment, if offered, for one-year terms renewable by mutual agreement, or return to a regular principal assignment in the district (or borough, for high schools) in which s/he is assigned (if an assignment is not available in the district or borough, the Executive Principal may state a preference for a different district or borough where vacancies exist). Up to 10% of Executive Principals hired annually may be hired from outside the DOE, provided that, if fewer than 10 Executive Principal positions are created, at least 1 Executive Principal may be hired from outside the DOE.

**7. Summer School Differential**

Effective July 2009, there shall be a \$2,500 summer school differential for up to 400 Principals per year designated as “Principals in Charge” of Summer School programs according to criteria to be developed by the DOE in consultation with CSA. This payment shall be made in a lump sum and shall not become part of the basic salary rate. The \$2,500 payment is not subject to future collective bargaining increases.

**8. Lump Sum Payment**

Effective August 13, 2007, a lump sum cash payment shall be paid to all Employees covered by this agreement (“Eligible Employees”).

The lump sum cash payment shall be pensionable, consistent with applicable law, and shall not become part of the employee’s basic salary rate.

Full-time employees, in active pay status as of June 27, 2007, shall be paid \$4000. Less than full-time employees shall have the amount of their cash payment pro-rated based on their hours worked during the applicable payroll periods between mid-March and mid-June compared to the full time hours of Employees in their title.

## Section I

\* The longevity payments listed in the salary schedules below are provided in accordance with Article III B.

**Principal of Day High Schools, Principal of Day Academic and Vocational High Schools, Principal of Alternative HS ( effective July 1, 2004), Principal of 6-12 school (effective with the opening of the school's 9<sup>th</sup> grade but no earlier than July 1, 2004):**

Years of service as principal of day high schools	<u>7/1/2003</u>	<u>7/1/2004</u>	<u>7/1/2005</u>	<u>7/1/2006</u>	<u>6/1/2007</u>	<u>10/6/2007</u>	<u>4/6/2008</u>	<u>9/25/2009</u>
1	\$107,694	\$110,925	\$112,185	\$115,831	\$122,155	\$124,598	\$130,828	\$132,633
2	\$108,668	\$111,928	\$113,200	\$116,879	\$123,261	\$125,726	\$132,012	\$133,834
3	\$111,206	\$114,542	\$115,843	\$119,608	\$126,139	\$128,662	\$135,095	\$136,959
4	\$113,735	\$117,147	\$118,478	\$122,329	\$129,008	\$131,588	\$138,167	\$140,074
5	\$113,735	\$117,147	\$118,478	\$122,329	\$129,008	\$131,588	\$138,167	\$140,074
5 YR. Long.	\$116,745	\$120,247	\$121,613	\$125,566	\$132,422	\$135,070	\$141,823	\$143,780
10 YR. Long.	\$118,135	\$121,679	\$123,061	\$127,061	\$133,998	\$136,678	\$143,512	\$145,493
15 YR. Long.	\$120,870	\$124,496	\$125,910	\$130,003	\$137,101	\$139,843	\$146,835	\$148,862
22 BOE Longevity	\$4,412	\$4,544	\$4,596	\$4,745	\$5,004	\$5,104	\$5,359	\$5,433

**Principal of Junior High Schools, Principal of Intermediate Schools, Principal of K-8 Schools (effective with the opening of the school's 7<sup>th</sup> grade but no earlier than July 1, 2004):**

Years of service as principal of intermediate or junior high schools	<u>Rates Effective</u>							
	<u>7/1/2003</u>	<u>7/1/2004</u>	<u>7/1/2005</u>	<u>7/1/2006</u>	<u>6/1/2007</u>	<u>10/6/2007</u>	<u>4/6/2008</u>	<u>9/25/2009</u>
1	\$103,214	\$106,310	\$107,518	\$111,012	\$117,073	\$119,414	\$125,385	\$127,115
2	\$103,832	\$106,947	\$108,162	\$111,677	\$117,775	\$120,131	\$126,138	\$127,879
3	\$104,603	\$107,741	\$108,965	\$112,506	\$118,649	\$121,022	\$127,073	\$128,827
4	\$105,485	\$108,650	\$109,884	\$113,455	\$119,650	\$122,043	\$128,145	\$129,913
5	\$105,485	\$108,650	\$109,884	\$113,455	\$119,650	\$122,043	\$128,145	\$129,913
5 YR. Long.	\$108,495	\$111,750	\$113,019	\$116,692	\$123,064	\$125,525	\$131,801	\$133,619
10 YR. Long.	\$109,885	\$113,182	\$114,467	\$118,187	\$124,640	\$127,133	\$133,490	\$135,332
15 YR. Long.	\$113,781	\$117,195	\$118,526	\$122,378	\$129,060	\$131,641	\$138,223	\$140,130
10 YR. Long. As Principal	\$2,161	\$2,226	\$2,251	\$2,324	\$2,451	\$2,500	\$2,625	\$2,661
22 BOE Longevity	\$4,412	\$4,544	\$4,596	\$4,745	\$5,004	\$5,104	\$5,359	\$5,433

**Principal of Elementary, Principal of Alternative HS (effective through June 30, 2004) and Special Education Schools, Principal of Adult Education (effective March 1, 2008):**

Years of service as such	<u>Rates Effective</u>							
	<u>7/1/2003</u>	<u>7/1/2004</u>	<u>7/1/2005</u>	<u>7/1/2006</u>	<u>6/1/2007</u>	<u>10/6/2007</u>	<u>4/6/2008</u>	<u>9/25/2009</u>
1	\$100,242	\$103,249	\$104,422	\$107,816	\$113,703	\$115,977	\$121,776	\$123,457
2	\$100,548	\$103,564	\$104,740	\$108,144	\$114,049	\$116,330	\$122,147	\$123,833
3	\$100,779	\$103,802	\$104,981	\$108,393	\$114,311	\$116,597	\$122,427	\$124,116
4	\$101,090	\$104,123	\$105,306	\$108,728	\$114,665	\$116,958	\$122,806	\$124,501
5	\$101,090	\$104,123	\$105,306	\$108,728	\$114,665	\$116,958	\$122,806	\$124,501
5 YR. Long.	\$104,100	\$107,223	\$108,441	\$111,965	\$118,079	\$120,440	\$126,462	\$128,207
10 YR. Long.	\$105,490	\$108,655	\$109,889	\$113,460	\$119,655	\$122,048	\$128,151	\$129,920
15 YR. Long.	\$108,225	\$111,472	\$112,738	\$116,402	\$122,758	\$125,213	\$131,474	\$133,289
10 YR. Long. As Principal	\$2,881	\$2,967	\$3,001	\$3,099	\$3,268	\$3,333	\$3,500	\$3,548
22 BOE Longevity	\$4,412	\$4,544	\$4,596	\$4,745	\$5,004	\$5,104	\$5,359	\$5,433

## 10 Month Assistant Principals:

Years of service as such	<u>Rates Effective</u>							
	<u>7/1/2003</u>	<u>7/1/2004</u>	<u>7/1/2005</u>	<u>7/1/2006</u>	<u>6/1/2007</u>	<u>10/6/2007</u>	<u>4/6/2008</u>	<u>9/25/2009</u>
1	\$79,357	\$81,738	\$82,667	\$85,354	\$90,014	\$91,814	\$96,405	\$97,735
2	\$79,357	\$81,738	\$82,667	\$85,354	\$90,014	\$91,814	\$96,405	\$97,735
3	\$82,053	\$84,515	\$85,475	\$88,253	\$93,072	\$94,933	\$99,680	\$101,056
5 YR. Long.	\$84,799	\$87,343	\$88,335	\$91,206	\$96,186	\$98,109	\$103,015	\$104,437
10 YR. Long.	\$86,046	\$88,628	\$89,635	\$92,548	\$97,602	\$99,554	\$104,532	\$105,975
15 YR. Long.	\$91,094	\$93,827	\$94,893	\$97,977	\$103,327	\$105,393	\$110,663	\$112,191
20 YR. Long.	\$92,710	\$95,492	\$96,577	\$99,716	\$105,161	\$107,264	\$112,628	\$114,183
22 BOE Longevity	\$3,960	\$4,079	\$4,125	\$4,259	\$4,492	\$4,582	\$4,811	\$4,877

## 12 Month Assistant Principals:

Years of service as such	<u>Rates Effective</u>							
	<u>7/1/2003</u>	<u>7/1/2004</u>	<u>7/1/2005</u>	<u>7/1/2006</u>	<u>6/1/2007</u>	<u>10/6/2007</u>	<u>4/6/2008</u>	<u>9/25/2009</u>
1	\$88,398	\$91,050	\$92,084	\$95,077	\$100,268	\$102,273	\$107,387	\$108,869
2	\$88,398	\$91,050	\$92,084	\$95,077	\$100,268	\$102,273	\$107,387	\$108,869
3	\$91,153	\$93,888	\$94,955	\$98,041	\$103,394	\$105,462	\$110,735	\$112,263
5 YR. Long.	\$94,211	\$97,038	\$98,141	\$101,331	\$106,864	\$109,001	\$114,451	\$116,030
10 YR. Long.	\$95,599	\$98,467	\$99,586	\$102,823	\$108,437	\$110,606	\$116,136	\$117,739
15 YR. Long.	\$101,223	\$104,260	\$105,445	\$108,872	\$114,816	\$117,112	\$122,968	\$124,665
20 YR. Long.	\$103,024	\$106,115	\$107,321	\$110,809	\$116,859	\$119,196	\$125,156	\$126,883
22 BOE Longevity	\$4,412	\$4,544	\$4,596	\$4,745	\$5,004	\$5,104	\$5,359	\$5,433

**Principal of School for the Deaf:**

<b>Years of service as such</b>	<b>Rates Effective</b>							
	<b>7/1/2003</b>	<b>7/1/2004</b>	<b>7/1/2005</b>	<b>7/1/2006</b>	<b>6/1/2007</b>	<b>10/6/2007</b>	<b>4/6/2008</b>	<b>9/25/2009</b>
1	\$103,055	\$106,147	\$107,353	\$110,842	\$116,894	\$119,232	\$125,194	\$126,922
2	\$104,043	\$107,164	\$108,381	\$111,903	\$118,013	\$120,373	\$126,392	\$128,136
3	\$105,029	\$108,180	\$109,409	\$112,965	\$119,133	\$121,516	\$127,592	\$129,353
4	\$107,000	\$110,210	\$111,462	\$115,085	\$121,369	\$123,796	\$129,986	\$131,780
5	\$107,000	\$110,210	\$111,462	\$115,085	\$121,369	\$123,796	\$129,986	\$131,780
5 YR. Long.	\$110,010	\$113,310	\$114,597	\$118,322	\$124,783	\$127,278	\$133,642	\$135,486
10 YR. Long.	\$111,400	\$114,742	\$116,045	\$119,817	\$126,359	\$128,886	\$135,331	\$137,199
15 YR. Long.	\$114,135	\$117,559	\$118,894	\$122,759	\$129,462	\$132,051	\$138,654	\$140,568
10 YR. Long. As Principal	\$2,881	\$2,967	\$3,001	\$3,099	\$3,268	\$3,333	\$3,500	\$3,548
22 BOE Longevity	\$4,412	\$4,544	\$4,596	\$4,745	\$5,004	\$5,104	\$5,359	\$5,433

**Assistant to Principal in School for the Deaf: 10 Months**

<b>Years of service as such</b>	<b>Rates Effective</b>							
	<b>7/1/2003</b>	<b>7/1/2004</b>	<b>7/1/2005</b>	<b>7/1/2006</b>	<b>6/1/2007</b>	<b>10/6/2007</b>	<b>4/6/2008</b>	<b>9/25/2009</b>
1	\$80,828	\$83,253	\$84,199	\$86,935	\$91,682	\$93,516	\$98,192	\$99,547
2	\$80,828	\$83,253	\$84,199	\$86,935	\$91,682	\$93,516	\$98,192	\$99,547
3	\$83,484	\$85,989	\$86,966	\$89,792	\$94,695	\$96,589	\$101,418	\$102,818
5 YR. Long.	\$86,230	\$88,817	\$89,826	\$92,745	\$97,809	\$99,765	\$104,753	\$106,199
10 YR. Long.	\$87,477	\$90,102	\$91,126	\$94,087	\$99,225	\$101,210	\$106,270	\$107,737
15 YR. Long.	\$92,525	\$95,301	\$96,384	\$99,516	\$104,950	\$107,049	\$112,401	\$113,953
20 YR. Long.	\$94,141	\$96,966	\$98,068	\$101,255	\$106,784	\$108,920	\$114,366	\$115,945
22 BOE Longevity	\$3,960	\$4,079	\$4,125	\$4,259	\$4,492	\$4,582	\$4,811	\$4,877

**Assistant to Principal in School for the Deaf: 12 Months**

<b>Years of service as such</b>	<b>Rates Effective</b>							
	<b>7/1/2003</b>	<b>7/1/2004</b>	<b>7/1/2005</b>	<b>7/1/2006</b>	<b>6/1/2007</b>	<b>10/6/2007</b>	<b>4/6/2008</b>	<b>9/25/2009</b>
1	\$90,037	\$92,738	\$93,792	\$96,840	\$102,127	\$104,170	\$109,379	\$110,888
2	\$90,037	\$92,738	\$93,792	\$96,840	\$102,127	\$104,170	\$109,379	\$110,888
3	\$92,749	\$95,531	\$96,616	\$99,756	\$105,203	\$107,307	\$112,672	\$114,227
5 YR. Long.	\$95,807	\$98,681	\$99,802	\$103,046	\$108,673	\$110,846	\$116,388	\$117,994
10 YR. Long.	\$97,195	\$100,110	\$101,247	\$104,538	\$110,246	\$112,451	\$118,073	\$119,703
15 YR. Long.	\$102,819	\$105,903	\$107,106	\$110,587	\$116,625	\$118,957	\$124,905	\$126,629
20 YR. Long.	\$104,620	\$107,758	\$108,982	\$112,524	\$118,668	\$121,041	\$127,093	\$128,847
22 BOE Longevity	\$4,412	\$4,544	\$4,596	\$4,745	\$5,004	\$5,104	\$5,359	\$5,433

**SECTION II:****Director of Attendance:**

<b>Years of service as such</b>	<b>Rates Effective</b>							
	<b>7/1/2003</b>	<b>7/1/2004</b>	<b>7/1/2005</b>	<b>7/1/2006</b>	<b>6/1/2007</b>	<b>10/6/2007</b>	<b>4/6/2008</b>	<b>9/25/2009</b>
1	\$97,447	\$100,370	\$101,510	\$104,809	\$110,532	\$112,743	\$118,380	\$120,014
2	\$99,317	\$102,297	\$103,459	\$106,821	\$112,653	\$114,906	\$120,651	\$122,316
3	\$99,317	\$102,297	\$103,459	\$106,821	\$112,653	\$114,906	\$120,651	\$122,316
4	\$99,317	\$102,297	\$103,459	\$106,821	\$112,653	\$114,906	\$120,651	\$122,316
5 YR. Long.	\$101,946	\$105,005	\$106,198	\$109,649	\$115,635	\$117,948	\$123,845	\$125,554
10 YR. Long.	\$103,159	\$106,254	\$107,461	\$110,953	\$117,011	\$119,351	\$125,318	\$127,047
15 YR. Long.	\$105,548	\$108,715	\$109,950	\$113,523	\$119,721	\$122,115	\$128,220	\$129,989
22 BOE Longevity	\$3,852	\$3,968	\$4,013	\$4,143	\$4,369	\$4,456	\$4,679	\$4,744

**Director -Others:**

<b>Years of service as such</b>	<b>Rates Effective</b>							
	<b>7/1/2003</b>	<b>7/1/2004</b>	<b>7/1/2005</b>	<b>7/1/2006</b>	<b>6/1/2007</b>	<b>10/6/2007</b>	<b>4/6/2008</b>	<b>9/25/2009</b>
1	\$84,240	\$86,767	\$87,753	\$90,605	\$95,552	\$97,463	\$102,336	\$103,748
2	\$87,246	\$89,863	\$90,884	\$93,838	\$98,962	\$100,941	\$105,988	\$107,451
3	\$90,253	\$92,961	\$94,017	\$97,073	\$102,373	\$104,420	\$109,641	\$111,154
4	\$93,260	\$96,058	\$97,149	\$100,306	\$105,783	\$107,899	\$113,294	\$114,857
5 YR. Long.	\$95,889	\$98,766	\$99,888	\$103,134	\$108,765	\$110,941	\$116,488	\$118,095
10 YR. Long.	\$97,102	\$100,015	\$101,151	\$104,438	\$110,141	\$112,344	\$117,961	\$119,588
15 YR. Long.	\$99,491	\$102,476	\$103,640	\$107,008	\$112,851	\$115,108	\$120,863	\$122,530
20 YR. Long.	\$101,062	\$104,094	\$105,276	\$108,697	\$114,632	\$116,925	\$122,771	\$124,465
22 YR. BOE Long.	\$3,852	\$3,968	\$4,013	\$4,143	\$4,369	\$4,456	\$4,679	\$4,744

**Supervisor of School Psychologists/Social Workers: 10 Months**

<b>Years of service as such</b>	<b>Rates Effective</b>							
	<b>7/1/2003</b>	<b>7/1/2004</b>	<b>7/1/2005</b>	<b>7/1/2006</b>	<b>6/1/2007</b>	<b>10/6/2007</b>	<b>4/6/2008</b>	<b>9/25/2009</b>
1	\$78,164	\$80,509	\$81,424	\$84,070	\$88,660	\$90,433	\$94,955	\$96,265
2	\$79,825	\$82,220	\$83,154	\$85,857	\$90,545	\$92,356	\$96,974	\$98,312
3	\$83,662	\$86,172	\$87,151	\$89,983	\$94,896	\$96,794	\$101,634	\$103,037
4	\$85,313	\$87,872	\$88,870	\$91,758	\$96,768	\$98,703	\$103,638	\$105,068
5 YR. Long.	\$88,059	\$90,700	\$91,730	\$94,711	\$99,882	\$101,879	\$106,973	\$108,449
10 YR. Long.	\$89,306	\$91,985	\$93,030	\$96,053	\$101,298	\$103,324	\$108,490	\$109,987
15 YR. Long.	\$93,245	\$96,042	\$97,133	\$100,290	\$105,766	\$107,881	\$113,275	\$114,838
20 YR. Long.	\$94,862	\$97,707	\$98,817	\$102,028	\$107,599	\$109,751	\$115,238	\$116,828
22 BOE Longevity	\$3,960	\$4,079	\$4,125	\$4,259	\$4,492	\$4,582	\$4,811	\$4,877

**Supervisor of School Psychologists/Social Workers: 12 Months**

<u>Rates Effective</u>								
<b>Years of service</b>	<b>7/1/2003</b>	<b>7/1/2004</b>	<b>7/1/2005</b>	<b>7/1/2006</b>	<b>6/1/2007</b>	<b>10/6/2007</b>	<b>4/6/2008</b>	<b>9/25/2009</b>
as such								
1	\$87,069	\$89,681	\$90,700	\$93,648	\$98,761	\$100,736	\$105,773	\$107,233
2	\$88,919	\$91,587	\$92,627	\$95,637	\$100,859	\$102,876	\$108,020	\$109,511
3	\$92,946	\$95,734	\$96,822	\$99,969	\$105,427	\$107,536	\$112,913	\$114,471
4	\$94,783	\$97,626	\$98,735	\$101,944	\$107,510	\$109,660	\$115,143	\$116,732
5 YR. Long.	\$97,841	\$100,776	\$101,921	\$105,234	\$110,980	\$113,199	\$118,859	\$120,499
10 YR. Long.	\$99,229	\$102,205	\$103,366	\$106,726	\$112,553	\$114,804	\$120,544	\$122,208
15 YR. Long.	\$103,620	\$106,728	\$107,940	\$111,448	\$117,533	\$119,883	\$125,877	\$127,614
20 YR. Long.	\$105,421	\$108,583	\$109,816	\$113,385	\$119,576	\$121,967	\$128,065	\$129,832
22 BOE Longevity	\$4,412	\$4,544	\$4,596	\$4,745	\$5,004	\$5,104	\$5,359	\$5,433

**Assistant Director of Attendance:**

<u>Rates Effective</u>								
<b>Years of service</b>	<b>7/1/2003</b>	<b>7/1/2004</b>	<b>7/1/2005</b>	<b>7/1/2006</b>	<b>6/1/2007</b>	<b>10/6/2007</b>	<b>4/6/2008</b>	<b>9/25/2009</b>
as such								
1	\$87,786	\$90,420	\$91,447	\$94,419	\$99,574	\$101,565	\$106,643	\$108,115
2	\$90,751	\$93,474	\$94,536	\$97,608	\$102,937	\$104,996	\$110,246	\$111,767
3	\$93,704	\$96,515	\$97,611	\$100,783	\$106,286	\$108,412	\$113,833	\$115,404
4	\$96,646	\$99,545	\$100,676	\$103,948	\$109,624	\$111,816	\$117,407	\$119,027
5 YR. Long.	\$99,316	\$102,295	\$103,457	\$106,819	\$112,652	\$114,905	\$120,650	\$122,315
10 YR. Long.	\$100,528	\$103,543	\$104,719	\$108,122	\$114,026	\$116,306	\$122,122	\$123,807
15 YR. Long.	\$102,947	\$106,035	\$107,240	\$110,725	\$116,771	\$119,106	\$125,062	\$126,788
20 YR. Long.	\$104,521	\$107,656	\$108,879	\$112,418	\$118,556	\$120,927	\$126,974	\$128,726
22 BOE Longevity	\$3,852	\$3,968	\$4,013	\$4,143	\$4,369	\$4,456	\$4,679	\$4,744

**Assistant Director – Others:**

<u>Rates Effective</u>								
<b>Years of service</b>	<b>7/1/2003</b>	<b>7/1/2004</b>	<b>7/1/2005</b>	<b>7/1/2006</b>	<b>6/1/2007</b>	<b>10/6/2007</b>	<b>4/6/2008</b>	<b>9/25/2009</b>
as such								
1	\$76,898	\$79,205	\$80,105	\$82,708	\$87,224	\$88,968	\$93,416	\$94,705
2	\$79,880	\$82,276	\$83,211	\$85,915	\$90,606	\$92,418	\$97,039	\$98,378
3	\$82,847	\$85,332	\$86,301	\$89,106	\$93,971	\$95,850	\$100,643	\$102,032
4	\$85,807	\$88,381	\$89,385	\$92,290	\$97,329	\$99,276	\$104,240	\$105,679
5 YR. Long.	\$88,477	\$91,131	\$92,166	\$95,161	\$100,357	\$102,365	\$107,483	\$108,967
10 YR. Long.	\$89,689	\$92,379	\$93,428	\$96,464	\$101,731	\$103,766	\$108,955	\$110,459
15 YR. Long.	\$92,108	\$94,871	\$95,949	\$99,067	\$104,476	\$106,566	\$111,895	\$113,440
20 YR. Long.	\$93,682	\$96,492	\$97,588	\$100,760	\$106,261	\$108,387	\$113,807	\$115,378
22 YR. BOE Long.	\$3,852	\$3,968	\$4,013	\$4,143	\$4,369	\$4,456	\$4,679	\$4,744

**Supervisor – Others: 10 Month**

<b>Years of service as such</b>	<b><u>Rates Effective</u></b>							
	<b>7/1/2003</b>	<b>7/1/2004</b>	<b>7/1/2005</b>	<b>7/1/2006</b>	<b>6/1/2007</b>	<b>10/6/2007</b>	<b>4/6/2008</b>	<b>9/25/2009</b>
1	\$79,357	\$81,738	\$82,667	\$85,354	\$90,014	\$91,814	\$96,405	\$97,735
2	\$79,357	\$81,738	\$82,667	\$85,354	\$90,014	\$91,814	\$96,405	\$97,735
3	\$82,053	\$84,515	\$85,475	\$88,253	\$93,072	\$94,933	\$99,680	\$101,056
4	\$82,053	\$84,515	\$85,475	\$88,253	\$93,072	\$94,933	\$99,680	\$101,056
5 YR. Long.	\$84,799	\$87,343	\$88,335	\$91,206	\$96,186	\$98,109	\$103,015	\$104,437
10 YR. Long.	\$86,046	\$88,628	\$89,635	\$92,548	\$97,602	\$99,554	\$104,532	\$105,975
15 YR. Long.	\$91,094	\$93,827	\$94,893	\$97,977	\$103,327	\$105,393	\$110,663	\$112,191
20 YR. Long.	\$92,710	\$95,492	\$96,577	\$99,716	\$105,161	\$107,264	\$112,628	\$114,183
22 BOE Longevity	\$3,960	\$4,079	\$4,125	\$4,259	\$4,492	\$4,582	\$4,811	\$4,877

**Supervisor – Others: 12 Month**

<b>Years of service as such</b>	<b><u>Rates Effective</u></b>							
	<b>7/1/2003</b>	<b>7/1/2004</b>	<b>7/1/2005</b>	<b>7/1/2006</b>	<b>6/1/2007</b>	<b>10/6/2007</b>	<b>4/6/2008</b>	<b>9/25/2009</b>
1	\$88,398	\$91,050	\$92,084	\$95,077	\$100,268	\$102,273	\$107,387	\$108,869
2	\$88,398	\$91,050	\$92,084	\$95,077	\$100,268	\$102,273	\$107,387	\$108,869
3	\$91,153	\$93,888	\$94,955	\$98,041	\$103,394	\$105,462	\$110,735	\$112,263
4	\$91,153	\$93,888	\$94,955	\$98,041	\$103,394	\$105,462	\$110,735	\$112,263
5 YR. Long.	\$94,211	\$97,038	\$98,141	\$101,331	\$106,864	\$109,001	\$114,451	\$116,030
10 YR. Long.	\$95,599	\$98,467	\$99,586	\$102,823	\$108,437	\$110,606	\$116,136	\$117,739
15 YR. Long.	\$101,223	\$104,260	\$105,445	\$108,872	\$114,816	\$117,112	\$122,968	\$124,665
20 YR. Long.	\$103,024	\$106,115	\$107,321	\$110,809	\$116,859	\$119,196	\$125,156	\$126,883
22 BOE Longevity	\$4,412	\$4,544	\$4,596	\$4,745	\$5,004	\$5,104	\$5,359	\$5,433

## B. Education Administrators

- During the course of this agreement the salary ranges for positions in the Education Administrator series covered by this Agreement shall be as follows:

LEVEL	<u>July 1, 2003</u>		<u>July 1 2004</u>		<u>July 1 2005</u>		<u>July 1 2006</u>	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
I	\$65,216	\$80,163	\$67,172	\$82,568	\$67,935	\$83,506	\$70,143	\$86,220
II	\$71,446	\$85,253	\$73,589	\$87,811	\$74,425	\$88,809	\$76,844	\$91,695
III	\$78,922	\$92,846	\$81,290	\$95,631	\$82,213	\$96,717	\$84,885	\$99,860
IV	\$86,232	\$101,664	\$88,819	\$104,714	\$89,828	\$105,904	\$92,747	\$109,346

LEVEL	<u>June 1 2007</u>		<u>Oct. 6 2007</u>		<u>Apr 6 2008</u>		<u>Sept. 25 2009</u>	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
I	\$73,973	\$90,928	\$75,452	\$92,747	\$79,225	\$97,384	\$80,318	\$98,728
II	\$81,040	\$96,702	\$82,661	\$98,636	\$86,794	\$103,568	\$87,992	\$104,997
III	\$89,520	\$105,312	\$91,310	\$107,418	\$95,876	\$112,789	\$97,199	\$114,345
IV	\$97,811	\$115,316	\$99,767	\$117,622	\$104,755	\$123,503	\$106,201	\$125,207

- An employee newly assigned or newly appointed during the course of this Agreement to a position in the Education Administrator series covered by this Agreement shall receive the minimum salary set forth in Subsection 1 for his level except as provided in Subsections 3 and 4 below.
- If, prior to announcement of a vacancy for a position in the Education Administrator series covered by this Agreement, it is determined that the responsibilities and scope of the position warrant a salary greater than the minimum set forth in Subsection 1 of this paragraph, the DOE may, after audit approval by the Division of Human Resources, consultation with CSA, and approval by the Chancellor, set a salary for the position greater than the minimum salary for that level set forth in Subsection 1, provided that no salary shall exceed the corresponding maximum. Disputes arising between the DOE and CSA regarding the establishment of salaries pursuant to this Subsection shall be resolved through the grievance procedure, as provided in Article X, including binding arbitration. Until final resolution of a salary dispute, the minimum salary for the appropriate level shall be paid with retroactive adjustments being made to the employee following final resolution.
- Any employee newly assigned or newly appointed during the course of this Agreement to a position in the Education Administrator series may receive a salary of up to 10% greater than the

salary received prior to assignment/appointment, provided that no salary shall exceed the appropriate maximum as provided in Subsection 1.

5. Employees serving by assignment or appointment in positions in the Education Administrator series covered by this Agreement will receive a salary increase as follows:

(i) Employees serving on July 1, 2004 shall receive a rate increase of 3.00%; (ii) employees serving on July 1, 2005 shall receive an additional rate increase of 1.136%; (iii) employees serving on July 1, 2006 shall receive an additional rate increase of 3.25%; (iv) employees serving on June 1, 2007 shall receive an additional rate increase of 5.46% ; employees serving on October 6, 2007 shall receive an additional rate increase of 2.00%; employees serving on April 6, 2008 shall receive an additional rate increase of 5.00%; employees serving on September 25, 2009 shall receive an additional rate increase of 1.38%.

## 6. Longevity Increments

Education Administrator covered by this Agreement shall have their gross annual salary rates computed by adding the following sums per annum to the rates above, based upon years of paid service.

	<u>7/1/2003</u>	<u>7/1/2004</u>	<u>7/1/2005</u>	<u>7/1/2006</u>	<u>6/1/2007</u>	<u>10/6/2007</u>	<u>4/6/2008</u>	<u>9/25/2009</u>
<b>1 but less than 2 years as EA</b>	\$238	\$245	\$248	\$256	\$270	\$275	\$289	\$293
<b>2 but less than 3 years as EA</b>	\$268	\$276	\$279	\$288	\$304	\$310	\$326	\$330
<b>3 but less than 4 years as EA</b>	\$621	\$640	\$647	\$668	\$704	\$718	\$754	\$764
<b>4 but less than 5 years as EA</b>	\$876	\$902	\$912	\$942	\$993	\$1,013	\$1,064	\$1,079
<b>5 but less than 10 years as EA</b>	\$1,382	\$1,423	\$1,439	\$1,486	\$1,567	\$1,598	\$1,678	\$1,701
<b>10 or more years as EA</b>	\$2,595	\$2,673	\$2,703	\$2,791	\$2,943	\$3,002	\$3,152	\$3,195
<b>15 years supervisory service an additional</b>	\$1,634	\$1,683	\$1,702	\$1,757	\$1,853	\$1,890	\$1,985	\$2,012
<b>20 years supervisory service an additional</b>	\$1,572	\$1,619	\$1,637	\$1,690	\$1,782	\$1,818	\$1,909	\$1,935
<b>22 or more years of Board service</b>	\$3,852	\$3,968	\$4,013	\$4,143	\$4,369	\$4,456	\$4,679	\$4,744

## C. Coordinators and Assistant Coordinators of Adult Education

### 1. Salaries

The salaries for Coordinators and Assistant Coordinators of Adult Education properly assigned or appointed during the course of this Agreement shall be as follows:

#### **Coordinator of Adult Education: (through 02/28/08)**

<b>Years of service as such</b>	<b>Rates Effective</b>					
	<b>7/1/2003</b>	<b>7/1/2004</b>	<b>7/1/2005</b>	<b>7/1/2006</b>	<b>6/1/2007</b>	<b>10/6/2007</b>
1	\$77,191	\$79,507	\$80,410	\$83,023	\$87,556	\$89,307
2	\$77,191	\$79,507	\$80,410	\$83,023	\$87,556	\$89,307
3	\$77,697	\$80,028	\$80,937	\$83,567	\$88,130	\$89,893
10 Year Long.	\$78,977	\$81,346	\$82,270	\$84,943	\$89,581	\$91,373
15 Year Long.	\$80,613	\$83,031	\$83,974	\$86,703	\$91,437	\$93,266
20 Year Long.	\$82,185	\$84,651	\$85,613	\$88,395	\$93,222	\$95,087
22 BOE Longevity	\$3,852	\$3,968	\$4,013	\$4,143	\$4,369	\$4,456

#### **Assistant Coordinator of Adult Education:**

<b>Years of service as such</b>	<b>Rates Effective</b>							
	<b>7/1/2003</b>	<b>7/1/2004</b>	<b>7/1/2005</b>	<b>7/1/2006</b>	<b>6/1/2007</b>	<b>10/6/2007</b>	<b>4/6/2008</b>	<b>9/25/2009</b>
1	\$66,406	\$68,398	\$69,175	\$71,423	\$75,323	\$76,829	\$80,670	\$81,783
2	\$66,658	\$68,658	\$69,438	\$71,695	\$75,610	\$77,122	\$80,978	\$82,095
3	\$66,909	\$68,916	\$69,699	\$71,964	\$75,893	\$77,411	\$81,282	\$82,404
10 Year Long.	\$68,189	\$70,234	\$71,032	\$73,340	\$77,344	\$78,891	\$82,836	\$83,979
15 Year Long.	\$69,825	\$71,919	\$72,736	\$75,100	\$79,200	\$80,784	\$84,824	\$85,995
20 Year Long.	\$71,397	\$73,539	\$74,375	\$76,792	\$80,985	\$82,605	\$86,736	\$87,933
22 DOE Longevity	\$3,852	\$3,968	\$4,013	\$4,143	\$4,369	\$4,456	\$4,679	\$4,744

Longevity increments, other than the 22 Year BOE Longevity, are based upon years of paid service as Coordinators and Assistant Coordinators.

## **D. Welfare Benefits**

### **1. Choice of Health Plans**

The DOE agrees to arrange for, and make available to each supervisor, a choice of health and hospital insurance coverage from among designated plans and the DOE agrees to pay the full cost of such coverage. The DOE, the CSA and the City of New York (the "City") continue to discuss the basic health program covering employees represented by the CSA and employees separated from service. Any program-wide changes to the existing basic health coverage made either by the DOE and CSA or city-wide, by the Municipal Labor Committee and the City, will be expressly incorporated into and made a part of this Agreement.

### **2. Supplemental Benefits**

- a. The DOE will provide funds effective July 1, 2003 at the rate of \$1,429 per year (\$1,494 effective July 1, 2004, \$1,529 effective July 1, 2005, \$1,594 effective January 1, 2006, \$1,494 effective July 1, 2006, \$1,694 effective December 16, 2009) on a pro rata basis per month on behalf of each supervisor for the purpose of making available for each supervisor supplemental welfare benefits under a plan to be devised and established jointly by representatives of the CSA and the DOE. The CSA Active Welfare Fund will continue to provide benefits to employees' domestic partners.
- b. Effective January 6, 2008 there shall be a one time cash payment to the CSA Active Welfare Fund in the amount of 166.67 on behalf of each active member who is receiving benefits on January 6, 2008

### **3. Supplemental Benefits for Retirees**

The CSA established a supplemental welfare benefits fund for Supervisors and Administrators who have separated from service subsequent to June 30, 1970 who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Board of Education and the certified union representing such employees, who remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such program. The CSA Retiree Welfare Fund will continue to provide benefits to retirees' domestic partners.

The DOE shall contribute the following annual amount on a pro rata monthly basis for each eligible individual for remittance to the CSA Retiree Welfare Fund:

a. Eligible Employees separated from service from July 1, 1970 through September 30, 1982

Effective June 30, 2003	\$835
Effective July 1, 2004	\$900
Effective July 1, 2005	\$935
Effective January 1, 2006	\$1,000
Effective July 1, 2006	\$900
Effective December 16, 2009	\$1,100

b. Eligible Employees separated from service on or after October 1, 1982

Effective June 30, 2003	\$1,275
Effective July 1, 2004	\$1,340
Effective July 1, 2005	\$1,375
Effective January 1, 2006	\$1,440
Effective July 1, 2006	\$1,340
Effective December 16, 2009	\$1,540

With respect to any retiree who returns to temporary or part-time employment with the DOE without rescinding his/her retirement, the DOE shall continue contributions as required by this paragraph but shall not be required to make payments on such retiree's behalf to an active employees' welfare fund. The parties agree to continue discussions concerning contributions made to two or more welfare funds on behalf of one individual.

c. Effective January 6, 2008 there shall be a one time cash payment to the CSA Retiree Welfare Fund in the amount of 166.67 on behalf of each retiree member who is receiving benefits on January 6, 2008.

4. Annuity Fund

a. The Board shall contribute at the rate of \$550 per year to the Teachers' Retirement System to be credited monthly to the annuity account of each supervisor covered by Article III A of this Agreement who is at the maximum step of his/her salary schedule.

- b. The Board will seek such legislation as may be necessary to provide for these annuity contributions. In the event that necessary enabling legislation is not enacted, the Board will pay monthly to each supervisor covered in the preceding paragraph the rate specified above.
- c. Effective April 13, 1994, the Board shall contribute at the rate of \$550 per year to the Teachers' Retirement System to be credited monthly to the annuity account of each education administrator who has completed two years of paid service as an education administrator.
- d. Effective June 30, 2000, the Board shall contribute at the rate of \$550 per year to the Teachers' Retirement System to be credited monthly to the annuity account of each Chairperson of Committees on Special Education.
- e. Effective December 9, 2009, the DOE will establish and contribute \$708 annually to a new Annuity Fund which is subject to future collective bargaining increases.

4. Health Care Flexible Spending Account

- a. A flexible health care spending account shall be established pursuant to Section 125 of the Internal Revenue Code. Those employees covered by this Agreement shall be eligible to participate on the same basis as they are eligible to participate in the citywide health benefits program. Participating employees shall contribute at least \$260 per year up to a maximum of \$1,000 per year. The labor-management health committee, which includes Union and City representatives, may modify these contributions levels, based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee.
- b. Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses defined as non-deductible in IRS Publication 502.

- c. An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. Pursuant to Section 125 of the Internal Revenue Code, an employee's participation in the account is irrevocable during any plan year and any excess funds in an employee's account at the close of any plan year is retained by the plan and not refundable to the employee.

#### **E. Pension and Retirement Program**

1. As provided in legislation, jointly sponsored by the Board of Education and the CSA which was enacted in the 1970 session of the New York State Legislature, the benefits of the Pension and Retirement Program, limited to supervisors of the New York City Board of Education who are contributors to the New York City Teachers' Retirement System and who are in the collective bargaining unit for which this collective bargaining contract was entered into and signed by the New York City Board of Education and CSA are as provided for in the Administrative Code of the City of New York, Chapter 4 Section 13-501 et seq. (Teachers' Retirement System) together with any amendments thereto.
2. Pension Legislation
  - a. The parties will jointly support legislation to allow active Tier II, III, and IV employees covered by this Agreement to purchase Tier I benefits at their expense through payroll deductions. Active employees enrolled in fractional plans will be allowed to enroll into the A plan on the same basis.
  - b. Section 2a is subject to the parties agreeing upon the costs of these benefit improvements, including any additional health insurance benefit costs, all of which will be borne entirely by the participating employees without any cost to the DOE or the City. A pension labor-management committee will be established to agree upon the details of the proposed legislation and its attendant costs and shall include representatives of the City, the DOE and the CSA.
3. Tax Deferred Annuity Plan  
The parties agree to jointly support legislation and to obtain any other necessary regulatory approval to enroll newly-hired employees who do not enroll in a retirement or pension system maintained by the City of New York in the Board's 403 (b) Annuity Plan at the time the employee is hired. It is further agreed that

such employees will be provided with the option to withdraw from enrollment in the Board's 403 (b) Annuity Plan.

## **ARTICLE IV -- SUPERVISION AND EVALUATION OF SCHOOL STAFF**

Subject to the supervision of their superintendents, principals shall be the responsible administrative and pedagogical heads of the schools and during the regular school sessions shall be responsible for the supervision and evaluation of all staff members, including but not limited to the supervisory, teaching, security staff, custodians and custodian engineers constituting the organization of such schools. They, assisted by the schools' supervisory staff, shall take all proper measures to carry out in their schools all requirements of the Board of Education expressed in by-laws, rules, regulations and resolutions, and all instructions issued in pursuance thereof.

## **ARTICLE V -- WORK YEAR AND SCHOOL DAY**

### **A. School Supervisors**

All non-tenured school supervisors who do not work an increased work year shall be in attendance for 26 hours of conference time during the school year. Such conference time shall be scheduled after the school day by the appropriate Community Superintendent or the appropriate High School Superintendent. The DOE and the CSA agree that untenured supervisors may be permitted, with the approval of the appropriate Superintendent, to substitute 13 hours of professional conferences or seminars for 13 hours of the required 26 hours of training per year.

Principals, Assistant Principals, and School Based Intermediate Supervisors shall also be in attendance for up to 25 hours of conferences, meetings and/or workshops, distinct from their duties related to their primary assignment, during the school year (September 1 – August 31). Such conferences, meetings and/or workshops will not be held on weekends or holidays. Attendance at conferences, meetings and/or workshops beyond these hours shall be voluntary.

Prior to June 1, 2007, the school day for school supervisors serving in schools shall be seven hours, excluding lunch.

The CSA pledges its full cooperation in the efforts of the DOE to improve professional development of supervisory personnel.

## 1. Principals

- a. Increased Work Day. Effective June 1, 2007, the work day for Principals shall be increased to seven (7) hours and fifteen (15) minutes excluding lunch. They shall continue to devote the necessary time and effort to fulfill their professional obligations as they have in the past.
- b. Work Year. The work year shall commence on September 1<sup>st</sup> of each year and end on the following August 31<sup>st</sup>. They will be paid for all Central/District Office scheduled holidays and all other days on which their school is closed for special observance or emergency pursuant to action of the Chancellor.
- c. Annual Leave Allowance. Annual leave allowance shall be credited to employees who work a regularly scheduled five day week as follows: all principals shall be entitled to a combined vacation, personal business and religious holiday leave allowance of 27 workdays annually. The annual leave will be accrued at the rate of two and one quarter days per month.
- d. The vacation year shall begin on September 1<sup>st</sup> and end on the following August 31<sup>st</sup>. Vacation shall be scheduled during the Christmas recess, the Midwinter recess, the Spring recess and such other periods as can be arranged mutually with the Superintendent.
- e. Annual leave must be taken in the vacation year in which it is accrued. The employee shall be entitled to utilize his/her full annual leave allowance during the vacation year. Annual leave allowances may not be carried over from one vacation year to the next except under the conditions described below.

- f. For the 1999-2000 vacation year only, principals in service on February 1, 2000, will be credited with 11 days of annual leave as of that date; on a one time basis principals will be entitled to carry over up to four (4) days of this annual leave.

## 2. Assistant Principals and School Based Intermediate Supervisors

- a. Increased Work Day. Effective June 1, 2007, Assistant Principals and School Based Intermediate Supervisors' work day shall be increased to seven (7) hours and fifteen (15) minutes excluding lunch. They shall continue to devote the necessary time and effort to fulfill their professional obligations as they have in the past.
- b. Assistant Principals and school-based intermediate supervisors working a ten month schedule shall report to work on the Monday before Labor Day and conclude on the last weekday in June.
- c. Increased Work Year. Designated Assistant Principals and School Based Intermediate Supervisors shall also work an increased work year as defined below. Per session is not included in this definition. Such employees will be paid for all Central/District Office scheduled holidays and all other days on which their school is closed for special observance or emergency pursuant to action of the Chancellor.
  - (1) Designation. The following Assistant Principal/School Based Intermediate Supervisor (AP/SBIS) positions shall be mandated for the increased work year schedule:
    - One Assistant Principal – Administration from each High School
    - All Assistant Principals – Administration and Supervision (Special Education) High School
    - All AP/SBIS positions assigned to schools in the Extended Time School Program
    - All Assistant Principals assigned to Citywide Special Education Schools
    - One Assistant Principal position for each summer middle, intermediate or junior high school

This list shall only be modified by agreement of the parties or in the event of a fiscal emergency. No later than February 15<sup>th</sup> of each year the Chancellor or designee shall identify the AP/SBIS to serve in each mandated position.

- d. For other than mandated positions, by February 15<sup>th</sup> of each year, the DOE will announce prospective AP/SBIS positions. By March 1<sup>st</sup> each year, all active AP/SBIS's will advise the designated responsibility center of their availability to serve in the summer program. By March 30<sup>th</sup> each year, the Board or designee will identify the AP/SBIS's to serve in the program or in the event there is an insufficient availability of AP/SBIS's to serve in the program, then the Chancellor or designee will identify the AP/SBIS's who will fill the positions. In the selection of non-mandated AP/SBIS's for extended year positions, appointed supervisors will be given priority over interim acting supervisors. Those AP/SBIS's selected by March 30<sup>th</sup> each year shall be guaranteed the increased work year schedule except in the event of a fiscal emergency. After March 30<sup>th</sup> each year, no individual shall be mandated to work the increased work year schedule unless there is mutual consent.
- e. Annual Leave. AP/SBIS's working the increased work year shall be entitled to a combined vacation, personal business and religious holiday leave allowance of 27 workdays annually. The annual leave will be accrued at the rate of two and one quarter days per month.
- f. The work year shall begin on July 1<sup>st</sup> and end on the following June 30<sup>th</sup>. Vacation shall be scheduled during the Christmas recess, the Midwinter recess, the Spring recess and such other periods as can be arranged mutually with the Superintendent.
- g. Annual leave must be taken in the vacation year in which it is accrued. The employee shall be entitled to utilize his/her full annual leave allowance during the vacation year. Annual leave allowance may not be carried over from one vacation year to the next. As of each July 1<sup>st</sup>, the employee may be permitted the use of a maximum of 12 days of annual leave allowance before it is earned.
- h. Any pro rata summer vacation pay to which the AP/SBIS is entitled will be vested for future payment.

### **3. Principal and Mandated 12-Month Assistant Principal Leaves of Absence Requests**

Principals and mandated 12-month assistant principals and school-based intermediate supervisors wishing to take an unpaid leave of absence during July and August may request

such a leave based on extreme hardship or unique or unusual personal circumstances. Such requests will be considered and decided by the Chancellor or his/her designee on a case-by-case basis, in his or her sole discretion. The appropriate salary and leave prorations will be made.

4. Sick Time. Increased work year employees shall earn 12 sick days per work year up to a maximum of 200 days.
5. Conference Time. The requirement for attendance for 26 hours of conference time for school supervisors in their probationary period has been eliminated for school supervisors who work the increased work year.
6. Election Day. Employees assigned to the increased work year shall not be entitled to the floating holiday entitlement that certain Board employees accrue each year in lieu of Election Day.

## **B. Headquarters and District Offices Supervisors**

1. The work year for Directors, Assistant Directors, Assistant Administrative Directors and other employees in titles applicable to headquarters and district offices and school supervisors on assignment to headquarters and district offices shall commence on September 1 of each year and end on the following August 31.
2. The lunch period for twelve (12) month Central and District Office Based Supervisors shall be forty (40) minutes. Effective June 1, 2007, the lunch period for twelve (12) month Central and District Office Based Supervisors shall be reduced from forty (40) minutes to thirty (30) minutes.
3. Licensed Directors, Assistant Directors, Assistant Administrative Directors and other employees in titles applicable to headquarters and district offices shall be granted each work year 31 days of vacation to be scheduled during the Christmas recess, the Easter recess, the summer vacation period and such other periods as can be arranged mutually with the bureau or office head.
4. School supervisors on assignment to district or headquarters offices shall have the same work year as that provided in the preceding paragraph for Directors.

**C. Employees in the Title "Supervisor of"**

1. The established work year for 10 month employees in the title "Supervisor of . . ." (Subject Area Supervisors, Special Area Supervisors and other supervisors in bureaus) shall be modified as follows:

The employee shall serve eight additional days to be scheduled for non-school days. In addition to the eight days, he/she may also be required to serve a week during the Christmas recess or the Easter recess or the summer vacation period.

2. The work year for "Supervisors of ..." designated to work the increased work year shall be in accordance with Article VA2c for SBIS.

**D. Change of Holiday Schedule**

Effective June 1, 2007, all employees shall report to work on Brooklyn-Queens day.

**E. Training for New Intermediate Supervisors**

The initial year of service for all new intermediate supervisors shall be modified to provide for five additional unpaid days of training. If the Board requires attendance on any or all of these five days prior to commencement of service, attendance during those days will be credited toward satisfying this requirement.

**F. Education Administrators And Coordinators And Assistant Coordinators Of Adult Education**

1. The hours of work for Education Administrators, Coordinators and Assistant Coordinators of Adult Education shall be 36.67 hours per week, exclusive of a daily forty (40) minute lunch period. Effective June 1, 2007, the lunch period shall be reduced to thirty (30) minutes and the hours of work shall be 37.5 per week. Education Administrators may request an adjustment to their established work schedule and their supervisors will have the flexibility to maintain an alternate work schedule provided it satisfies the following guidelines:

- a. The change does not interfere with job or office productivity or with their supervisor's ability to maintain office coverage.
- b. The change does not reduce the number of work hours.
- c. The change is approved by the superintendent or executive director.

Approval of Education Administrators' requested adjustment to their established work hours shall not be unreasonably withheld.

2. Education Administrators, Coordinators and Assistant Coordinators of Adult Education shall have a work year beginning September 1 and ending the following August 31.
3. Education Administrators, Coordinators and Assistant Coordinators of Adult Education will be paid for all DOE holidays and all other days on which their office is closed for special observance or emergency pursuant to action of the Chancellor or community superintendent.

## **G. Vacation And Other Working Conditions For Education Administrators**

1. Employees in the Education Administrator series covered by this Agreement who served in pre-existing pedagogical supervisory titles and whose positions were directly converted into the Education Administrator series shall continue to receive the same working conditions and benefits to which they were entitled prior to the conversion of their positions.

### **2. Vacations**

a. Employees who formerly served as office-based supervisors under the previous CSA-Board bargaining agreement and who changed to Education Administrators titles prior to October 1, 1980, shall be entitled to 31 days vacation, computed at the rate of 2-1/2 days per month, plus one additional day for the month of December.

b. All other employees serving in Education Administrators positions covered by this Agreement shall receive annual leave benefits as follows:

A combined vacation, personal business and religious holiday leave allowance shall be established which shall be known as "Annual Leave Allowance."

The vacation year shall begin on September 1, and end on the following August 31.

Annual leave allowance shall be credited to employees who work a regularly scheduled five day week as follows:

<u>Years of Continuous Service</u>	<u>Monthly Accrual Rate</u>	<u>Annual Leave Allowance</u>
Prior to the beginning of the 8th year	1-2/3 days	20 workdays (four weeks)
At the beginning of the 8th year	2 days -- plus one additional day at the end of the calendar year	25 workdays (five weeks)
At the beginning of the 15th year	2-1/4 days	27 workdays (five weeks and 2 two days)

The maximum accumulation of annual leave credit which can be carried over from one vacation year to the next shall be the amount that an employee can accrue in the two-year period prior to the end of the vacation year. Preceding the end of the vacation year it shall be the employee's responsibility to request permission to use annual leave in order to stay below the maximum accumulation permitted. Any leave which exceeds the maximum accumulated limits established by this section shall be forfeited except under the conditions described below.

In the event that the Chancellor or his designee, or the appropriate Community Superintendent orders in writing that an employee forego the requested use of annual leave, that portion thereof shall be carried over though the same exceeds the limits fixed in the above paragraph. However, in no case may the accumulation exceed three years of annual leave allowance. The minimum unit of charge against annual leave allowance shall be one hour. For the earning of annual leave credit, a full month's credit shall be given to an employee who had been in full pay status for at least 15 calendar days during the month, provided that: (a) where an employee has been absent without pay for an accumulated total of more than 30 calendar days in the vacation year, the employee shall lose the annual leave credits earnable in one month for each 30 days of such accumulated absence even though in full pay status for at least 15 calendar days in each month during this period; and (b) if an employee loses annual leave credits under this rule for several months in the vacation year because the employee has been in full pay status for fewer than 15 days in each month, but accumulated during said months a total of 30 or more calendar days in full pay status, such employee shall be credited with annual leave credits earnable in one month for each 30 days of such full pay status. Earned annual leave allowance shall be taken by the employees at the time convenient to the department or office in which the employee is assigned. In exceptional and unusual

circumstances, the Chief Executive Officer of Human Resources for Central Divisions and the Community Superintendent for district staff may permit the use of a maximum of 10 days of annual leave allowance before it is earned.

3. Vested Benefits

All annual leave, sick leave, sabbatical leave, compensatory and Cumulative Absence Reserve time balances to the credit of an Education Administrator as of the day before his/her proper assignment or appointment shall remain to the employee's credit. Such balances may be used in accordance with leave regulations and to the extent not used are applicable toward terminal leave, leave-in-lieu of sabbatical and/or separation or termination from employment.

4. Effective June 1, 2007, the floating holiday will be eliminated for Education Administrators.

**H. Vacation And Other Working Conditions For Coordinators And Assistant Coordinators Of Adult Education**

1. Vacation

All Coordinators and Assistant Coordinators of Adult Education who were properly assigned or appointed as Assistant Coordinators of Adult Education prior to October 1, 1982 shall continue to be granted each work year 31 days vacation to be scheduled as can be arranged mutually with the office head.

All Coordinators and Assistant Coordinators of Adult Education who were properly assigned or appointed on or after October 1, 1982 shall be granted vacation each work year as provided in Article V G2b.

2. Vested Benefits

The provisions of Article V G3 shall be applicable to Coordinators and Assistant Coordinators of Adult Education.

## **I. Second Opportunity Schools (SOS)**

The Memorandum of Agreement outlining the school day, work year, and working conditions for employees in Second Opportunity Schools (SOS) was entered into on October 27, 1997. Employees who elect to be employed in the SOS Program shall serve in the Program under the following terms and conditions:

1. Employment in the Program is by application on a voluntary basis. Applicants must commit to at least three years of paid service with the Board of Education commencing with the first day of service in the program. In the event that an employee who has participated in the Program retires from service prior to the third anniversary of such employee's first date of participation in the Program, then such employee's compensation and salary for pension purposes shall be calculated as though such employee had not participated in the Program. The three year service requirement shall not apply in the event that the employee is terminated or is unable to complete the service requirement due to a medical incapacity approved by the DOE's Medical Bureau.

2. Employees who are employed in the Program shall work the following days and hours:

- a) During September through June, the contractual school/workday for employees serving in the Program shall be eight hours, which includes a 40 minute duty-free lunch period.
- b) The work year for employees shall be in accordance with the collective bargaining agreement during September through June, and in addition, thirty working days during July and August. The contractual school workday for July and August shall be five and one-half hours, which shall not include a duty-free lunch period.
- c) Employees shall be in attendance for 22 hours of conference time during the school year, in addition to any other contractual conference time they are obligated to attend. Such conference time shall be scheduled outside of the

school day. Subject to the approval of the Superintendent of K-12, Office of Chief Executive School and Support Programs, which approval shall not be unreasonably withheld, employees may be permitted to substitute up to 22 hours of relevant professional conferences and seminars, parent/teacher meetings, or other appropriate activity, in lieu of conference time.

3. The annual gross salary of employees who participate in the Program for the entire work year shall be increased by 24.8%.

4. In the event that it becomes necessary to employ any employee who did not serve in the SOS Program during the regular school year, his/her pay for any time worked during July and August will be the applicable per session rate for the hours worked, and the other provisions of the contract applicable to per session employment shall also apply.

5. Employees in the SOS Program will receive twelve self-treated sick days per year, accrued at the rate of one day per month, including one day for the month of August.

6. The sabbatical leave pay of employees in the SOS Program shall be based on their annual salary including the amount computed pursuant to paragraph 3 of this Agreement. The applicable return from sabbatical provision applies to service in the Program with respect to that portion of the sabbatical salary attributable to Program compensation.

7. Employees serving in the SOS Program shall have retention rights at their sites subject to the following:

- a) If a site closes necessitating the excessing of an employee, the employee shall displace the junior employee in the same license within the SOS Program in accordance with excessing seniority.

- b) If demonstrated needs require the DOE to temporarily transfer an employee to another site, the DOE will inform the employee of the reason for the transfer. The employee so transferred is entitled to return to his/her former site at the next reorganization in accordance with his/her excessing seniority.
- c) Employees serving at middle school sites shall have excessing rights within license to positions under the Chancellor's jurisdiction. Employees serving at high school sites shall have excessing rights within license to positions in the Office of Chief Executive School and Support Programs.

8. In light of the needs of the student population served by the program, the DOE is committed to providing air conditioned facilities for as many sites as possible. The DOE will keep the Union informed of its progress in achieving the objective of air conditioning at all sites utilized by students.

9. The DOE official with responsibility for this Program shall meet and consult at times mutually agreed with representatives of the Union on matters of planning and implementing the SOS Program.

10. Except as otherwise set forth herein, the terms and conditions of the collective bargaining agreement apply to employees serving in the SOS Program.

#### **J. Conversion of Adult Education Coordinators to Principals**

1. Effective March 1, 2008, the license of Coordinator of Adult Education shall be converted to the newly created license Principal of Adult Education.

2. The salary for the Principal of Adult Education license will be identical to that of Elementary School Principal.

3. All persons currently serving as Coordinators of Adult Education will be converted into the Principal of Adult Education license. Those persons who are tenured in the Coordinator of Adult Education license shall be deemed to be in probationary service in the Principal license until June 30, 2009. Those who are untenured as Coordinators shall continue in probationary service in the Principal license for the remainder of their probationary service or until June 30, 2009, whichever is later.

4. Any Coordinator who is converted to a Principal of Adult Education license shall have reversion rights as an Assistant Principal – Administration and service in the Coordinator license shall be credited to his/her service in the Assistant Principal license for purposes of seniority, tenure and salary. Upon reversion, the former Coordinator may be placed on a 10 or 12 month line, at the discretion of the Superintendent, subject to annual conversions as provided in the collective bargaining agreement.

5. All annual leave accruals to the credit of Principals of Adult Education earned while serving as a Coordinator of Adult Education remain to the employee's credit and to the extent not used shall be paid out or used upon separation of service from the DOE in accordance with existing DOE regulations. While serving as Principal of Adult Education, employees are covered by the rules pertaining to use of annual leave for principals as set forth in the collective bargaining agreement. However, Principals may apply to use any accrued annual leave upon a showing of hardship. The disposition of such hardship applications shall be at the discretion of the District 79 Superintendent or his/her designee. Such applications shall not be unreasonably denied.

6. The work day for Principals of Adult Education shall be governed by Article V. In order to meet the specific needs of the Adult Education Program, the District 79 Superintendent

intends to assign Principals of Adult Education to work afternoon/evenings sessions 2 days a week. Principals of Adult Education shall remain eligible for per session pursuant to DOE policy.

7. Except as provided above, the terms of the CSA/DOE collective bargaining agreement applicable to principals shall apply to Principals of Adult Education.

## **ARTICLE VI -- SPECIAL WORKING CONDITIONS**

### **A. Relief from Non-Supervisory Duties in Schools**

Except in the case of emergency conditions, intermediate supervisors shall not be assigned on a continuous basis to non-supervisory duties in connection with lunchroom operations, yard and stairway patrol. The DOE will make every effort to obtain budgetary funds adequate to insure that appropriate personnel will be provided to relieve supervisors of such routine non-supervisory duties as taking inventory of material, distribution of supplies and textbooks, messenger service and bus duties. This section does not preclude the assignment of intermediate supervisors to the supervisory responsibility of maintaining good order and discipline.

### **B. Subject Area Supervisor Assignments**

A subject area supervisor whose assignment to a district or bureau office is terminated shall not be replaced in that subject area assignment by a person not licensed as a supervisor.

### **C. Per Session Employment of Supervisors**

When supervisory positions in the DOE are created for Federal, State or city projects to be conducted outside of school hours, the practices outlined below will prevail. Per session employment may not be used as a means of providing additional compensation for work or responsibilities related to an individual's primary assignment.

1. Positions in schools under the jurisdiction of community school districts:

a. Only members of the supervisory staff of the district concerned shall be eligible for assignment to the position, if qualified. If qualified supervisors are not available in the

district after a full recruitment effort by the Community Superintendent, or if the position requires unique qualifications, the position may be filled with other qualified supervisors.

- b. When such position is limited to a single school site in which only teachers and children are to be supervised, supervisors in the school below the level of principal shall be given notice by the principal of such position and shall have priority of assignment to it.
- c. When such position includes several school sites or requires the supervision of other supervisors, principals of the school sites involved shall be given notice of such position and have priority of assignment.

2. Positions under the jurisdiction of High School Districts:

- a. Only members of the supervisory staff of the high school district shall be eligible for assignment to the position, if qualified. If qualified supervisors are not available in the high school district after a full recruitment effort, or if the position requires unique qualifications, the position may be filled with other qualified supervisors.
- b. When such position is limited to an individual school site in which only teachers and children are to be supervised, supervisors in the school below the level of principal shall be given notice by the principal of such position and shall have priority of assignment to it.
- c. When such position includes several school sites or requires the supervision of other supervisors, principals of the schools involved shall be given notice of such position and have priority of assignment.

3. Positions under the jurisdiction of the Special Education

- a. When a position includes assignment to a site or sites under the jurisdiction of the Division of Special Education, only members of the supervisory staff of the Division of Special Education shall be eligible for assignment to the position, if qualified. If qualified supervisors from the Division of Special Education are not available after a full recruitment effort by the Division of Special Education District, or if the position requires unique qualifications, the position may be filled by other qualified supervisors.

- b. When a position includes assignment to a site or sites under the jurisdiction of a community school district, only members of the supervisory staff of the Division of Special Education or the community district where a site is located shall be eligible for assignment to the position, if qualified. If qualified supervisors are not available from these groups after a full recruitment effort by the Division of Special Education, or if the position requires unique qualifications the position may be filled by other qualified supervisors.
4. Positions at central board headquarters and in district offices: Only members of the supervisory staff, including education administrators, of the division or district which has jurisdiction over the position shall be eligible for assignment to the position, if qualified. If qualified supervisors from the division or district which has jurisdiction over the position are not available after a full recruitment effort by the division or district, or if the position requires unique qualifications, the position may be filled by other qualified supervisors, including education administrators.

#### 5. Rates of Pay

The applicable rates for per session employment shall be: effective July 1, 2004: Supervisor, \$38.75; Coordinator, \$39.22; General Assistant, \$38.75; effective July 1, 2005 shall be: Supervisor, \$39.19; Coordinator, \$39.67; General Assistant, \$39.19; effective July 1, 2006 shall be: Supervisor, \$40.46; Coordinator, \$40.96; General Assistant, \$40.46; effective October 6, 2007 shall be: Supervisor, \$41.27; Coordinator, \$41.78; General Assistant, \$41.27; effective April 6, 2008 shall be: Supervisor, \$43.33; Coordinator, \$43.87; General Assistant, \$43.33; effective September 25, 2009 shall be: Supervisor, \$43.93; Coordinator, \$44.48; General Assistant, \$43.93.

The July 1, 2004 rate for any other per session title shall receive an increase as follows: 1.136% effective July 1, 2005; 3.25% effective July 1, 2006; 2.00% effective October 6, 2007; 5.00% effective April 6, 2008; 1.38% effective September 25, 2009.

6. Per session activities of 25 hours or less and certain other activities as mutually agreed between the DOE and the CSA shall not be counted when determining the number of per session activities in which a supervisor serves. However, if the cumulative per session service exceeds the 270 hour maximum, a waiver will be required for those hours in excess of 270.

7. All unused per session sick leave earned on or after March 1, 1991 shall be transferred to the regular cumulative absence reserve.

#### **D. Supervision of Training Positions**

It is understood that the principal shall have general supervision of teacher-trainers assigned to a school and that other supervisors shall exercise direct supervision over such teacher-trainers.

#### **E. Responsibility for Health Services**

In order to relieve supervisors of the responsibility of making medical decisions, every effort will be made to insure that appropriate medical personnel are assigned or available to each school.

#### **F. Teaching Exemptions for Assistant Principals (Supervision) in High Schools**

Exemptions from teaching for Assistant Principals (Supervision) in the high schools shall be based upon the following guidelines:

1. A supervisor of a Department with 5-19 teachers including the supervisor shall teach three classes daily.
2. A supervisor of a Department with 20 or more teachers including the supervisor shall teach two classes daily.
3. A supervisor who is assigned two or more Departments or whose Department includes staff in a main building and an annex, shall receive additional teaching exemption of five periods a week. For purposes of the additional teaching exemption for a supervisor with two or more Departments, a second Department is defined as one consisting of a minimum of five teachers, not including the supervisor, in an area having a significant and distinguishable difference in the nature of the instructional content being supervised.
4. In determining the numbers of teachers in a Department, each teacher supervised shall be counted as one teacher whether regular, probationer, substitute or out-of-license teacher. A Laboratory Assistant shall be counted as a teacher.
5. The Principal may in his/her discretion assign fewer teaching periods to an Assistant Principal (Supervision) in his/her school but not below a minimum of one teaching period per day,

provided that the Principal requests and obtains approval for such assignment from the High School Superintendent.

6. Stenographic services will be provided to high school Assistant Principals (Supervision) on the basis of one-half day per week of such services for each Assistant Principal (Supervision).

#### **G. Professional Conferences**

Supervisors shall be granted a maximum of four days per year excused absence with pay for the purpose of attendance at professional meetings or conferences. Such excused absence shall be approved by the immediate supervisor concerned if not inconsistent with the educational and supervisory needs of the bureau or school involved.

#### **H. Bureau Conferences**

Except in unusual circumstances, bureau supervisors shall be permitted to attend one bureau meeting each month. Directors shall give five days notice of such meetings to Community Superintendents and permission to attend shall not be unreasonably withheld.

#### **I. Use of Personal Cars**

Supervisors, except those who work primarily in mid-town Manhattan, if given authorization to use their personal cars on official business in accordance with criteria, procedures and other requirements of generally applicable rules and regulations issued by the Chancellor, shall be reimbursed in accordance with the allowance established by the City Comptroller. It is understood that this provision is subject to the continuing budgetary authority of the Board to permit use of personal cars on official business.

#### **J. Supervisor Files**

Official supervisor files shall be maintained under the following circumstances.

1. No material derogatory to a supervisor's conduct, service, character or personality shall be placed in the files unless the supervisor has had an opportunity to read the material. The supervisor shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that

he/she has read the material to be filed and does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing within three months of its occurrence, exclusive of the summer vacation period, may not later be added to the file.

2. Supervisors may not grieve material in the file.
3. The supervisor may append a response to any material for the file.
4. If disciplinary charges do not follow, the letter and response shall be removed from the file three years from the date the original material is placed in the file.
5. Upon appropriate request by the supervisor, he/she shall be permitted to examine his/her files.
6. The supervisor shall be permitted to reproduce any material in his/her files.

## **K. Equipment Repair**

The DOE will make every effort to assure the expeditious maintenance and repair of educational equipment and office machines which are customarily utilized by supervisory personnel.

## **L. Telephone Service**

The DOE will make every effort to provide each supervisor with a telephone in his/her office.

## **M. Allocation of Funds**

Subject to the policies established by the Chancellor, the Community Superintendent or the appropriate High School Superintendent, or the Board of Education, expense budget funds allotted to a school may be allocated by the principal in such manner as to further the educational goals of the school.

## **N. Supervisors of Special Education Assignment Preferences**

Early in the Spring, supervisors of special education should be given an opportunity to express to the Community Superintendent, or designee, their preference for assignment to a single site or an

itinerant assignment. They should also be given an opportunity at that time to express their preference for the particular available assignment within those categories (i.e., single site or itinerant). The Community Superintendent, or designee, will prepare and make available at each site, in time for supervisors of special education to submit their preferences, a list of all assignments within the appropriate jurisdiction. The special education supervisors should be given an opportunity to discuss their assignment requests with the superintendent or designee.

## **O. Reclassification of Principals of Alternative H.S., K-8 Schools and 6-12 Schools**

1. Effective July 1, 2004, Principals of Alternative HS are reclassified as Principals of Day High Schools. All service and salary credit, seniority and tenure in the Alternative HS license will be transferred and credited to their service in the Principal Day High School license.
2. Effective with the opening of the school's 7<sup>th</sup> grade, but not earlier than July 01, 2004, Principals of schools converted to K-8 schools or elementary principals assigned to K-8 schools shall be converted to the Principal of Junior High School license and all service and salary credit, seniority and tenure as a Principal of Elementary School will be transferred and credited to their service in the Principal of Junior High School license.
3. Effective with the opening of the school's ninth grade, but not earlier than July 1, 2004, Principals of Junior High Schools whose schools are converted to 6-12 Schools or who are assigned to serve as a 6-12 School Principal shall be converted to the Principal of Day High Schools license and all service and salary credit, seniority and tenure as a Principal of Junior High School will be transferred and credited to their service in the Principal of Day High School license.

## **P. F-Status Employment for CSA Members/Retirees**

The following terms and conditions will apply to those F-status supervisors who are either employees who previously worked in CSA-represented positions and have returned as F-status supervisors or full-time supervisors who have converted to F-status. Retirees licensed to be pedagogical supervisors will be hired as F-status employees only where the services they are to provide cannot be obtained through the employment of non-retirees.

1. Upon request of the employee and consent of the DOE and CSA, F-status may be extended to current CSA unit employees for one year terms, unless the parties mutually agree to terminate prior to the year's end.

2. F-status may also be granted to former supervisors for such temporary or part-time work as C-30 committees, temporarily filling in for absent CSA-unit members, mentoring, staff development or similar responsibilities. The DOE agrees that it will not use F-status positions to replace any regular CSA positions, except in circumstances outlined in (1) above.
3. A current CSA unit employee on F-status shall be paid at the daily rate of 1/200 of his/her regular salary.
4. When a former supervisor is filling in temporarily for a CSA unit position, the F-status employee will be compensated at the daily rate of 1/200 of the 10 or 12-month annual salary (whichever is applicable) for the absent employee's position, including all applicable steps and longevities.
5. When a former supervisor is hired to do a special project as an F-status employee (such as participate on C-30 committees, mentor other administrators, professional development or similar work), the F-status employee will be compensated at a minimum rate of \$300 per day or fractional portion thereof.
6. Former supervisors serving as F-status employees who receive supplemental benefits through the CSA Retiree Welfare Fund will continue to receive benefits through that fund, not the active fund, and employer contributions will be made for that fund.
7. CSA will receive union dues or agency fees through payroll deductions for F-status employees at the rate of 1.5% of their gross earnings.

## **Q. Split Assignments for Assistant Principals**

Split assignments, where an AP is assigned to more than one school, may be created in new schools and schools which have not previously had full-time AP positions in the license for the position being created. APs in split assignments will be rated by the principal of the school where they are assigned the majority of the workweek with input from other supervising principals, if applicable, or, if there is no school of majority, jointly by all supervising principals.

# **ARTICLE VII -- GENERAL BENEFITS**

## **A. Reimbursement for Medical Expenses**

Supervisors shall be reimbursed by the DOE for reasonable medical expenses, not exceeding \$750, incurred because of injuries in the line of duty, to the extent that such expenses are not

covered by insurance.

In accordance with existing regulations, as they may be modified by the parties, this limit is waived for employees injured as a result of an unprovoked assault while on duty or while on school premises.

## **B. Vacation Pay**

### **1. Summer Vacation Pay**

Summer vacation pay for supervisors serving on a 10 month schedule shall be prorated for the school year in which employees are properly assigned or appointed and for the school year in which their service ceases on the following basis: Employees who are properly assigned or appointed after the start of the school year and employees who are terminated, laid off, resign or retire on/or before the end of the school year shall receive vacation pay for the summer following their proper assignment or appointment or cessation of service as follows: one-tenth (1/10) of the amount of the vacation pay which would be payable for a full school year's service shall be paid for each month of service or major fraction thereof during the school year in which they are properly assigned or appointed or cease service except that service of less than a major fraction during the first month of proper assignment or appointment shall be credited for summer vacation pay. The prorating of summer vacation pay for the year in which employees are properly assigned or appointed and for the year in which their service ceases in accordance with this provision shall not diminish the employees' entitlement to any other benefit including health insurance and welfare coverage they would have received under the prior method of payment.

Effective February 1, 2000, this provision is inapplicable to principals, assistant principals and school based intermediate supervisors who work an increased work year pursuant to Article V.

### **2. Vacation Pay Credit and Service Credit**

The estate of a supervisor who dies during the term of this Agreement shall receive a prorata amount, based on the length of his/her employment during the school year of the vacation pay he/she would have received had he/she been employed during the entire school year. This section shall not apply to those supervisors who are presumed to have retired on the day immediately preceding their death pursuant to Section B 20-410 of the Administrative Code of the City of New York, as amended. A regularly appointed or properly assigned supervisor who has rendered actual service during any school year covered in part by leave of absence for

maternity and child care shall be given credit for salary increment purposes for any pro rata vacation pay received for such service.

3. Vacation Entitlement For Employees Newly Appointed To Or Leaving Education Administrator Titles

a. School-based employee moving to EA title

An employee who would have been entitled to summer vacation pay but who is assigned/appointed to an Education Administrator position after the start of the school term will be entitled to annual leave as if he/she had started service as an EA effective September 1 of the school year. Days not worked during school vacations prior to the employee's assignment/appointment to the EA position shall not be charged against his/her annual leave as an EA.

b. Education Administrator moving to a school-based title

Pursuant to Chancellor's Regulation C-612, when service in a district office or headquarters position terminates upon assignment to school service, compensation for the summer vacation period which follows shall be determined by a combination of pro-rata summer vacation pay for service in the school position (see Article VII B1) and allowable annual leave paid at the rate of salary to which he/she is entitled at the time of the change, provided the combination of the two does not exceed the number of vacation days during the summer vacation period. Any unused annual leave days shall be vested to the employee's credit in accordance with limits established by contract.

**C. Skin Test**

The Department of Health of the City of New York, the DOE and the CSA have agreed to the modification of present compulsory mass X-ray testing of supervisors as follows: Supervisors will be given a skin test. The skin test will be administered by the Department of Health. Where a skin test result proves to be positive, the DOE may require an X-ray test. An enabling resolution to this effect was adopted by the Department of Health on May 6, 1962.

**D. Requests for Medical Examination of Supervisors**

The report of the immediate superior requesting examination of a supervisor pursuant to Education Law Section 2568 shall be made in duplicate. A copy of the report shall be forwarded to the supervisor.

#### **E. Assistance in Assault Cases**

1. All cases of assault suffered by supervisors in connection with their employment shall be reported by the immediate supervisor to the Office of Legal Services, the Office of School Safety and the Victim Support Program.
2. The Office of Legal Services shall inform the assaulted supervisor immediately of his/her rights under the law and shall provide such information in a written document.
3. The Office of Legal Services shall notify the assaulted supervisor of its readiness to assist the supervisor. This assistance is intended to apply solely to the criminal aspect of any case arising from such assault.
4. Should the Office of Legal Services fail to provide an attorney to appear with the supervisor in Family Court, the DOE will reimburse the supervisor if he/she retains his/her own attorney for only one such appearance in an amount up to \$40.00.
5. The provisions of Chancellor's Memorandum No. 40 1982-83 entitled "Assistance to Staff in Matters Concerning Assaults" shall apply.

#### **F. Pay during Military Service**

Supervisors on proper assignment or regular appointment who enter the military service shall be on leave of absence with pay during the first thirty days of service unless the DOE is otherwise required to make payment of salary during such military service.

#### **G. Excuse for Selective Service Examination**

Supervisors called for selective service physical examination shall be excused without loss of pay for such purpose.

## **H. Damage or Destruction of Property**

1. Supervisors shall not be held responsible for loss within the school of school property or children's property when such loss is not the fault of the supervisor. This does not exonerate the supervisor from responsibility for school property in his/her charge.
2. The DOE will reimburse supervisors for loss or damage or destruction, while on duty in a school or district office, of personal property of a kind normally worn to or brought into a school or district office.

Supervisors will also be reimbursed for loss or damage or destruction, while on official duty on field assignments, of personal property of a kind normally worn or carried on duty when such loss results from force or violence reported to the police.

3. Reimbursement will be limited to a total of \$100 in any school year, when the supervisor has not been negligent, to the extent that such loss is not covered by insurance.
4. The term "personal property" shall not include cash. The terms "loss," "damage" and "destruction" shall not cover the effects of normal wear and tear and use.

## **I. Payment for Jury Duty**

Supervisors who are required to serve on jury duty will receive full salary during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid to them for such jury duty.

## **J. Summons, Discharge or Review**

1. Whenever, for reasons of misconduct, a supervisor either is summoned to the Office of a Community Superintendent or to the Division of Human Resources, or is required to participate in an interview for the record which may lead to disciplinary action, the following procedures shall apply:

The supervisor shall be given forty-eight (48) hours notice and a statement of the reasons for the interview. These provisions shall not apply where an emergency is present or where considerations of confidentiality are involved. The supervisor shall be entitled to be

accompanied by a representative who is employed by the city school system or by an employee of CSA who is not a lawyer, and the supervisor shall be informed of this right. However, where the Superintendent concerned or the Division of Human Resources permits an attorney to represent any participant in the interview, the supervisor shall be entitled to be represented by an attorney. An interview which is not held in accordance with these conditions shall not be considered a part of the supervisor's personnel file or record and neither the fact of the interview nor any statements made at the interview may be used in any subsequent Board proceeding involving the supervisor. It is understood that informal conferences such as those between a Community Superintendent and a supervisor or the Division of Human Resources and a supervisor, for professional improvement, may be conducted off the record and shall not be included in the employee's personnel file or record. This provision shall not apply to mandated conferences preceding reviews of other than satisfactory ratings including those pursuant to Section 41.3 of the Bylaws, or its successor.

2. Supervisors on probation shall be entitled to the review procedures before the Chancellor as prescribed in Section 5.3.4 of the Bylaws of the Board of Education. The three members of the discontinuance panel shall be selected as follows: The Chancellor or his designee will inform the CSA of the names of two of the members of the panel. The Chancellor or his designee will submit to the CSA a list of three names from which the CSA will select the third panel member.
3. The following procedures shall apply to the dismissal of an interim acting education administrator who has completed one calendar year of service in his/her assignment and is not, or has not been, required by law to serve a probationary period:
  - a. The Community Superintendent or appropriate DOE official shall, at the time of dismissal, submit to the supervisor in writing a notice of dismissal together with a statement of reasons.
  - b. The supervisor may appeal his/her dismissal by submitting to the Chancellor a written notice of appeal no later than ten days after receiving the notice of his/her dismissal. The notice of appeal to the Chancellor shall contain an answer to the statement of reasons.
  - c. The Chancellor shall, within ten days after receipt of the notice of appeal, designate a committee to hear the appeal. The hearing shall be held as promptly as possible following the designation of the committee. The supervisor shall receive written notice of the time and place of the hearing by mail at least one week before the date of the hearing. The notice shall inform the supervisor that he/she is entitled to appear in person, to be

accompanied and advised by any person of his/her choice, to be confronted by witnesses, to call witnesses and to introduce any relevant evidence.

The attendance of an advisor or witness who is an employee of the DOE shall not be deemed absence from official duty, but such persons shall not absent themselves from school duty except pursuant to such rules as the Chancellor shall prescribe. No person in the employ of the DOE shall request or accept directly or indirectly any remuneration or other consideration for service as adviser or witness. A record tape or disc shall be kept of the proceedings where practicable in the form of a recording. In the event that sound recording is not available or breaks down, minutes shall be taken of the proceedings and said minutes shall be available to the supervisor upon reasonable written notice and upon payment to the DOE of fifty cents a folio. The supervisor shall be entitled to examine exhibits and, in addition, shall be entitled to receive a duplicate of the sound recording discs or tapes of the proceedings at cost.

- d. The committee shall review the matter and submit its findings to the Chancellor within 20 days of the hearing.
- e. The Chancellor shall make the final decision on the appeal for the DOE within 20 days of receipt of the committee's findings.

4. All trials of charges against tenured supervisors will be governed by the applicable provisions of Education Law including Sections 2590-j, 3020, and 3020-a, as amended; however, effective January 31, 2000, the following procedure shall be, upon the completion of the probationary period, the exclusive process for removal and discipline of principals, assistant principals, school based intermediate supervisors and certain Education Administrators in the City School District of New York. Principals who as of July 1, 2000 have already fulfilled a three year probationary period shall be covered by the modifications of 3020-a as described herein. Nothing herein shall affect the Chancellor's rights and powers pursuant to section 2590-h of the Education Law to transfer, and/or require principals to participate in training and other remedial programs to address identified factors affecting student achievement and school performance.

a. Principals

- 1) Contracts. Effective February 1, 2000, Superintendents shall offer principals who have passed their probationary period, a three year contract. The period of February 1, 2000 to August 31, 2000 shall serve as the first year of a contract. Thereafter, the contract year shall run from September 1<sup>st</sup> to the following August 31<sup>st</sup>. Where a principal passes probation during the school year, the remainder of contract year shall serve as the first year of a contract. At the end of each school year of the contract, principals shall be rated based upon the principal's performance review. Any principal who has completed the three year contract term and who has not been removed or demoted or who does not have disciplinary action pending against him/her shall have his or her contract renewed. If the Superintendent rates the principal unsatisfactory based on the principal performance review or determines that the principal has committed misconduct, then the Superintendent shall inform the principal of a decision to discontinue the contract or otherwise take disciplinary action.
- 2) Modification of 3020-a Procedure. For allegations of misconduct there shall be a just cause discipline standard of review. For allegations of unsatisfactory performance, the standard of review shall be whether the Superintendent's discretion was exercised in an arbitrary and capricious manner. The proposed discipline shall be presented to one impartial arbitrator selected from a panel of at least ten permanent arbitrators selected by the parties in accordance with the American Arbitration Association (AAA) procedures.
- 3) Allegations of Misconduct. Allegations of misconduct may be brought at any time. Upon receipt of a written notice of allegations of misconduct and proposed adverse action, a principal may be removed from his or her position without pay or demoted with reduced pay pending an arbitrator's decision. Health insurance benefits shall extend to employees removed from payroll for allegations of misconduct until the completion of the review by the Commissioner of Education. At the principal's option, the allegations may be presented to the arbitrator who will render a decision as to whether there is just cause for the proposed adverse action. The arbitrator's decisions shall be rendered within thirty (30) days of the notice of the allegations. The arbitrator's decision shall be binding unless overturned by the Commissioner of Education

of the State of New York (the “Commissioner”). If the arbitrator determines that the charges are unfounded, the principal shall be restored to his/her position with full pay; however, the imposition of the penalty may continue for up to 30 days from the time of the arbitrator’s decision.

- 4) Allegations of Unsatisfactory Performance. Allegations of unsatisfactory performance shall be presented to the arbitrator who will render a decision that shall be binding unless overturned by the Commissioner. Unsatisfactory performance shall be documented in the principal’s performance review. The decision to charge a supervisor under 3020-a based on an allegation of unsatisfactory performance, can be made at any time. A principal shall be notified of a Superintendent’s intention to remove, demote or discipline him or her and the basis for adverse action. Pending final review, when the Superintendent proposes removal or demotion, the principal shall revert to his/her last appointed position with corresponding salary, effective July 1<sup>st</sup>. If the arbitrator determines that the charges are unfounded, the principal shall be restored to his/her position with pay, pending Chancellor and Commissioner review.
- 5) Reversion Rights. Any principal who is terminated for misconduct shall not have reversion rights. Any principal removed for unsatisfactory performance shall have the right to revert to his/her last appointed position unless the arbitrator determines that the Superintendent has shown that the principal is unfit to revert to the last appointed position
- 6) Chancellor Review. The Chancellor upon the request of the Superintendent or the principal may review the arbitrator’s decision, which review must be completed within 15 days of the arbitrator’s decision. The employee shall be provided with written notice of the outcome of the Chancellor’s review. The Chancellor may decline to implement an arbitrator’s decision disciplining a principal. If the Chancellor implements the arbitrator’s decision against the principal, the principal may apply to the Commissioner for a review of the arbitrator’s decision. The Chancellor may review an arbitrator’s decision that does not sustain the Superintendent’s charges. In such a case, if the Chancellor disagrees with the arbitrator’s decision the matter shall be transmitted to the Commissioner for a determination.

7) Commissioner's Review. The Commissioner shall review the arbitrator's decision when it is transmitted to him or her. The Commissioner shall issue a decision within 15 days of transmittal. The Commissioner's decision shall be subject to an Article 78 review.

b. Assistant Principals and School Based Intermediate Supervisors

Effective February 1, 2000, section 3020-a will apply with the following modifications. The section 3020-a tripartite panel shall be replaced by a single arbitrator. The entire section 3020-a process, commencing with the service of charges, shall take no more than 150 days. There shall be no adjournments unless agreed to by both parties. In the event that there are no adjournments and the process takes more than 150 days, the penalty shall be imposed after 150 days except if the proceeding is delayed by the employer.

c. Education Administrators

Level IV shall be covered by the procedure outlined for principals above. Level IIIIs that report to a Superintendent or a Deputy Superintendent shall be covered by the procedure outlined above for principals and all other Level IIIIs shall be covered by the procedure for assistant principals. Level I and II shall be covered by the procedure for assistant principals above.

5. Due Process and Review Procedures:

In addition to the rules and procedures existing in the contract and/or state law, the following rules will be in effect:

a. Time and Attendance

If the DOE seeks to discipline a tenured supervisor regarding absences and/or lateness but seeks a penalty short of termination, the following expedited procedure will apply:

The DOE will notify the supervisor that it intends to bring disciplinary action against him/her pursuant to this section. The DOE will include in this notice the supervisor's attendance record and any other documentation it intends to introduce at the hearing and a statement that pursuant to this section the arbitrator may award any penalty, or take other action, short of termination.

Within 15 calendar days following this notice, the supervisor must notify the DOE in writing of the nature of his/her defense and submit any documentation s/he intends to submit into evidence as well as a medical release for any medical documents related to such defense.

If either party believes that it requires additional documents, it may request a telephonic conference with the arbitrator.

The expedited hearing will occur within one month of the DOE's notification to the supervisor mentioned above. The hearing will be informal and the normal rules of trial procedure and evidence shall not apply. The arbitrator will issue an award and short decision within 15 calendar days of the hearing. The arbitrator's award will be final and binding on all parties. The award may be introduced in a 3020-a hearing and any findings shall be binding on the 3020-a arbitrator.

One arbitrator, agreed upon between the parties, will hear all absence and lateness cases hereunder. The parties may expand the number of arbitrators if necessary. The arbitrator will hear 4 cases per hearing date on a staggered schedule, but in no situation will one case take more than ½ a day. The parties may expand the number of cases heard in a day if they deem it practical.

a. Sexual Offenses Involving Students

A tenured supervisor who has been charged under the criminal law or under §3020-a of the New York State Education Law with an act or acts constituting sexual misconduct (defined below) shall be suspended without pay upon a finding by a hearing officer of probable cause that sexual misconduct was committed.

In a probable cause hearing the hearing officer may accept hearsay as evidence of probable cause. A rebuttable presumption of probable cause shall exist where the Special Commissioner of Investigation ("SCI") substantiates allegations of sexual misconduct, or a tenured supervisor has been charged with criminal conduct based on act(s) of sexual misconduct. A criminal complaint and corroborating affidavit or indictment will also create a rebuttable presumption of probable cause.

A report from the Chancellor's Office of Special Investigations ("OSI") substantiating allegations of sexual misconduct is relevant evidence of probable cause.

In 3020-a proceedings, a mandatory penalty of discharge shall apply to any tenured supervisor a) found by a hearing officer to have engaged in sexual misconduct, or b) who has pleaded guilty to or been found guilty of criminal charges for such conduct.

The 3020-a hearing should be completed within two months, but the suspension without pay shall be extended one additional month if the hearing has not been completed, unless the DOE has received an adjournment or otherwise delayed the proceeding. The suspension without pay shall also be extended until a criminal action is resolved and any 3020-a proceeding is also completed.

If the 3020-a hearing results in a dismissal of the charges or if the criminal proceedings ends in an acquittal or dismissal (and the DOE has decided not to prefer charges), the supervisor shall be entitled to back pay with interest for the entire period of the suspension without pay.

For purposes of this section, sexual misconduct shall include the following conduct involving a student or a minor who is not a student: sexual touching, serious or repeated verbal abuse (as defined in Chancellor's Regulations) of a sexual nature, action that could reasonably be interpreted as soliciting a sexual relationship, possession or use of illegal child pornography, and/or actions that would constitute criminal conduct under Article 130 of the Penal Law against a student or minor who is not a student.

b. Other Felony Offenses

Tenured supervisors who have been convicted of, or who have pled guilty to, any felony (not addressed in paragraph b, above) shall be suspended without pay pending the final outcome of the 3020-a disciplinary proceeding. The 3020-a hearing should be completed within two months, but the suspension without pay shall be extended one additional month if the hearing has not been completed, unless the DOE has received an adjournment or otherwise delayed the case.

c. False Accusations

Knowingly false accusations of misconduct against supervisors will not be tolerated.

If an accusation of sexual misconduct or physical abuse against a supervisor is found by the DOE or Special Commissioner of Investigation to have been knowingly false when made, the DOE will take the following actions to restore the falsely accused supervisor's reputation: removing all references to the charges from the supervisor's personnel file(s) and adding evidence of the unfounded nature of the charge to any department files that may have to be maintained to satisfy other legal requirements, if any; and restoring any back pay owed with interest and, at the supervisor's request, confirming to any regulatory agency the finding that the supervisor was falsely accused.

The DOE will notify the subject within twenty (20) days of the issuance of an investigative report by the Special Commissioner of Investigation or the Office of Special Investigations.

A rating of "Not Applicable (NA)" is to be used in situations where a supervisor is reassigned out of his/her regular assignment during an investigation. Once the investigation is completed, the NA rating will be changed to reflect the evaluation of the supervisor's performance.

**K. Withdrawal of Resignation and Subsequent Reappointment**

1. Requests for withdrawal of resignation on the part of supervisors who attained permanent tenure prior to their resignation shall be effectuated, subject only to medical examination and the approval of the Chancellor, provided that application for such withdrawal of resignation is made on or before the opening of school in September next following five years after the effective date of resignation. In all other cases of withdrawal of resignation, the requirements of Section 255 of the Board of Education Bylaws shall continue in effect.
2. Supervisors who resign and subsequently are reappointed shall be placed in the salary step at which they were at the time of resignation and shall be given the sick leave "bank" and sabbatical leave rights which they held at the time of resignation.

## **L. Excessing Rules**

1. Supervisors identified as being at risk of being excessed at the commencement of the following school year will be informed of this no later than June 15, or as soon as is practicable if identified as being at risk of excess after June 15. For those so notified on or before June 15, the following modification to the excessing rules will apply.

The current excessing rules listed below are amended to eliminate the bumping of interim acting and less senior supervisors and forced placement in vacancies of excessed supervisors. An excessed supervisor who is unable to secure a regular position may be placed in an alternative supervisory position established by the Chancellor in another school or office within the district (borough for high schools). The DOE will consider placement of the excessed supervisors in alternative assignments first in schools where principals volunteer to accept excessed supervisors. Service in alternative positions as provided herein will be credited to the supervisor's appointed license for all seniority, salary and other purposes.

The DOE will, upon request of the excessed supervisor, through DHR and SSP provide individualized assistance on how to maximize chances for being selected for regular supervisory positions and will guarantee interviews for posted vacancies in license.

The following excessing rules shall remain in effect and shall apply should the Chancellor not create alternative positions:

Rule 1. Supervisors of Special Education who were properly assigned or appointed to special education programs on or after March 1, 1991, other intermediate supervisors who were properly assigned or appointed on or after August 1, 1981, and all principals have no citywide seniority rights. Rights to placement are limited to the district in which the supervisor is serving at the time of excessing. All other supervisors have citywide seniority rights. For purposes of these excessing rules, the term "intermediate supervisor" shall mean any person serving by appointment or proper assignment as: assistant principal, education administrator-instruction specialist, assistant administrative director and supervisor of a subject area.

Rule 2. Within the school, the supervisor with the latest date of proper assignment/appointment within the tenure area will be the first to be excessed. Within the district office, the supervisor with the latest date of proper assignment/appointment within the license will

be the first to be excessed from the office. If there is no vacancy within the district in the tenure area, the supervisor with the latest date of proper assignment/appointment within that tenure area will be the first to be excessed from the district.

Rule 3. Within a central bureau or central organizational unit, the supervisor serving in a central headquarters license with the latest date of proper assignment/appointment within the license will be the first to be excessed from the unit. If there is no vacancy within central headquarters in the appropriate tenure area, the supervisor with the latest date of proper assignment/appointment serving within that tenure area will be the first to be excessed from central headquarters.

Rule 4. Supervisors in excess in a school unit or district office under the jurisdiction of a community superintendent, including supervisors of special education appointed on or after March 1, 1991 to special education programs for which the Chancellor transferred administrative responsibility to community school districts pursuant to a resolution of the Board of Education dated December 17, 1986,\* must be placed in vacancies within the district to the fullest degree possible. If no vacancy exists within the specific license, the supervisor must be placed in a vacancy within the appropriate tenure area in the community school district. For school units, districts or bureaus under the jurisdiction of the Chancellor, supervisors in excess in a school or bureau must be placed in appropriate vacancies in license within the district or central office. If no vacancy exists within the specific license, the supervisor must be placed in a vacancy in the appropriate tenure area under the jurisdiction of the Chancellor. Supervisors may be placed in other vacancies if deemed appropriate by the Division of Human Resources in consultation with the CSA.

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*\* Note: The CSA agrees that supervisors of special education appointed on or after March 1, 1991 to special education programs have placement rights only within the tenure area in the district in which they were appointed and will support legislation to clarify Section 2588 3(b) of the Education Law to that effect.*

*The Board and the CSA agree that, should any layoffs of supervisors of special education occur as a result of the above change, they will jointly attempt to place those supervisors of special education in excess in vacancies in license that may exist in other districts, but this does not create an obligation or commitment to hire.*

Rule 5. All leave-of-absence time for which salary credit is granted will not affect the earliest date of appointment/proper assignment for purposes of excessing. All other leave-of-absence time without pay or time lost because of resignation and subsequent reappointment/proper reassignment will affect the earliest date of appointment/proper assignment.

Rule 6. To minimize movement of personnel, excessed supervisors may be assigned when no other vacancies exist in the district, within the district to appropriate openings within license or tenure area resulting from leaves of absence without pay or sabbatical leaves.

Rule 7. The Chancellor has the responsibility for placing supervisors with city-wide seniority rights who are excessed from a district, and who cannot be accommodated by their own district, or who are excessed from a central bureau or central organizational unit, if vacancies exist within the tenure area in the City, subject to budgetary limitations. The supervisor will be placed, where possible, in a vacancy within the specific license area. Where possible, the wishes of the supervisor will be taken into account in his/her placement by the Chancellor.

Rule 8. An intermediate supervisor who has been excessed from a school in a district to another school in the same district may request an opportunity to return to the school from which he/she has been excessed if within a year a vacancy should occur in his/her license in that school. Such a request will have priority over any other transfer or appointment/assignment to that vacancy.

Rule 9. An intermediate supervisor properly assigned or appointed prior to August 1, 1981, who has been excessed from a district, may request an opportunity to return to the district from which he/she was excessed if within a year a vacancy should occur in the license area. The Community Superintendent of a district in which an excessed supervisor has been placed shall have one opportunity within two years from the date of excess to request the return of the excessed supervisor to a vacancy in license in the district from which he/she was excessed. The return of an excessed supervisor to a vacancy in the original district shall have priority over any other transfer or assignment to that vacancy, except as provided in Rule 8.

Notwithstanding the foregoing, if an excess condition causes a layoff of staff in any licensed position, the provision of law will be followed to determine the staff member to be laid off,

without fault and delinquency with the understanding that said member of staff is to be placed on the preferred list.

2. The Department may offer excessed supervisors a voluntary severance agreement under which, in return for payment of no less than six months' salary and no more than one year's salary (in addition to payment for any accrued leave to which they are contractually entitled), the excessed supervisor will submit an irrevocable resignation/retirement. The Department has discretion as to which titles, if any, will receive the voluntary severance offer, but the level of payment offered to excessed supervisors in a title, e.g. six months salary, will be uniform. Those excessed supervisors who decline the severance agreement and are placed in an alternative position may be assigned to teach, in license where possible, up to three periods per day as part of their professional duties. Until and unless severance agreements are offered, excessed supervisors placed in alternative positions will not be required to teach (unless they are in a position where teaching is authorized under the existing contract) but will perform professional duties on a full-time basis.

A labor management committee shall be established to monitor the implementation of this agreement.

### **3. Voluntary Severance for Personnel Excessed More Than One Year**

The DOE may offer excessed personnel who have not secured a regular assignment after at least one year of being excessed, a voluntary severance program in an amount to be negotiated by the parties. If the parties are unable to reach agreement on the amount of the severance payment, the dispute will be submitted to arbitration pursuant to the contractual grievance and arbitration procedure. Such a severance program, if offered, will be offered to all personnel who have been in excess for more than one year.

In exchange for receipt of such severance, an excessed person shall submit an irrevocable resignation or notice of retirement.

## **M. Medical Report and Review**

The report of the Medical Bureau on an employee who was called for medical evaluation shall, upon written request of the employee, be sent to the employee's physician within 25 days after the evaluation. Upon the employee's request to the Medical Bureau, his/her physician shall have the right to examine his/her medical file.

An employee shall have the right to an independent evaluation by a medical arbitrator selected from rotating panels of doctors to be selected by mutual agreement of the Board and the Union in conjunction with the New York Academy of Medicine if the finding of the Medical Bureau to the Chancellor has resulted in:

1. Placement of the employee on a leave of absence without pay for more than one month; or
2. Termination of the employee's services; or
3. A recommendation for disability retirement; or
4. A denial of a leave with or without pay for more than one month.

A request for an independent evaluation of the finding of the Medical Bureau shall be submitted in writing by the employee to the Division of Human Resources within ten school days of receipt of notice from the Division of Human Resources that he/she has been placed on leave of absence without pay for more than one month, or that his/her services have been terminated, or that he/she has been recommended for disability retirement, or that he/she has been denied a leave with or without pay for more than one month. The Board and the CSA may agree on a case by case basis to permit, in special circumstances, an independent medical evaluation to employees who do not otherwise qualify for one under this Agreement. The medical arbitrator shall examine the employee and consult with the employee's physician and the Board's physician. The arbitrator's authority shall be limited to determining the medical aspects of the claim. The arbitrator's decision shall be rendered within ten days after he/she has completed the evaluation of the employee, and if made within his/her authority under this Agreement shall be accepted as final and binding by the Board and the employee.

The fee of the medical arbitrator shall be shared equally by the Board and the employee.

In order to expedite the medical arbitration process, the parties have agreed to implement the following procedures:

1. Para-medical staff will be utilized to assist DOE doctors in preparing cases for scheduled medical arbitrators.
2. A periodic Medical Arbitration panel will be convened consisting of representatives from the DOE Medical Bureau, Office of Medical, Leaves and Benefits, and from CSA. This panel will review cases of CSA members who are requesting medical arbitration prior to the scheduling of a hearing. The panel will make every effort to settle the discrepancy between the member's physician(s) and the DOE recommendations with the goal of avoiding medical arbitration whenever possible. Cases that cannot be settled at this level will be scheduled for arbitration.
3. The DOE will continue to recruit for additional physicians, and will determine if more medical reviewers to serve as arbitrators can be retained.
4. The DOE will provide annual reports to CSA on the number of medical arbitrations requested, the panel decisions and the outcomes of those cases. The data will be used to determine whether the process improvements have decreased the average length of time to settle the issues that led to the arbitration.

#### **N. Information to CSA**

Lists of vacancies and any lists which may be established by the Division of Human Resources showing seniority of supervisors for purposes of implementing provisions of this Agreement relating to transfer shall be made available to CSA. In individual cases relating to transfer, specific information as to seniority will be made available to CSA.

#### **O. Salary Payment**

1. Salary payment will be made on a semi-monthly basis.
2. Effective June 1988, on the last day of the school year, employees on a 10 month schedule shall receive five paychecks which are not to be cashed until the date appearing on the paychecks dated on or about June 30, July 15, July 30, August 15 and August 31.

The DOE and the CSA agree that any employee who attempts to cash or cashes any of these five paychecks prior to the date on the paycheck(s) shall thereafter reimburse the Board and/or the City of New York for any costs resulting from such action by deduction of such costs from the payments due to said employee.

The early distribution of these five paychecks shall end if five per cent of the paychecks in any one summer are prematurely cashed.

#### **P. Supervisory Support Program**

The DOE and CSA recognize that supervisory services should be delivered by a highly qualified and motivated staff, accorded the respect and professional treatment to which they are entitled. Towards that end the DOE and the CSA have agreed to provide resources and to provide supervisory support on a voluntary confidential basis to staff who have completed probation and who believe that their professional competence will benefit from that assistance in the manner provided below:

1. A peer Supervisory Support Program panel shall be established which shall be composed of nine members, six of whom shall be supervisors selected by the CSA and three of whom shall be administrators selected by the Board.
2. This Panel will develop qualifications and procedures for the selection of intervenors and a coordinator of the program. The Panel shall advertise the intervenor and coordinator positions on a city-wide basis, posting the qualifications and procedures previously developed. The intervenors and the coordinator shall be selected in accordance with the posted procedure.
3. The Panel will also design and continually monitor a professional development program that enables the selected staff to meet the goals set forth above.
4. The intervenors and coordinator shall serve for four year renewable terms.
5. Any supervisor, including Education Administrators, who receives a U-rating or formal warning or who has a reasonable basis for needing such assistance may request assistance from the Supervisory Support Program, in writing on a form promulgated by the Panel. The Panel will review the requests and promptly notify the supervisor of its determination as to whether

assistance will be provided in that case. Such communications will be kept completely confidential.

6. The intervenor will develop a plan to assist the participating supervisor tailored to the specific needs of that supervisor and will work with the supervisor directly for not more than one year.
7. For three months following the start of the intervention period, there shall be no evaluation or observation of the participating supervisor. However, the participating employee's supervisor(s) will otherwise continue to exercise their responsibilities.
8. The DOE, the CSA, and the participating supervisor agree that for any disciplinary action other than an appeal of a previous U-rating, all time limitations within which to bring such actions will be tolled for the three month period in which the participating supervisor is not evaluated or observed. For such U-rating appeals, the parties agree that the time limitations are tolled for the entire period of intervention.
9. All communications between the intervenor and the participating supervisor shall be completely confidential. As a condition of involvement in the program, all participants in the program, including the intervenor and the participating supervisor, must consent to the confidentiality provisions set forth in this paragraph. The DOE and CSA agree that the intervenor, or any other person involved in the Supervisory Support Program shall not be subpoenaed by the DOE or the CSA or called to testify, produce documents or participate in any other way concerning the intervention in any proceeding involving the participating supervisor, including potential subsequent proceedings under Section 3020-a of the Education Law. No arbitrator, in any proceeding under the parties' control, shall accept evidence regarding such communications.
10. Except as otherwise herein provided the CSA, the DOE or any participating supervisor may exercise any constitutional, statutory, regulatory or contractual right otherwise provided by law, regulation or contract.
11. The DOE agrees to make available on a best efforts basis alternative career opportunities for supervisors who decide to leave their employment in the course of or following intervention.
12. Administrative procedures for effectuation of these provisions will be formulated by the Panel in consultation with the DOE and the CSA and thereafter distributed by the Panel.

13. These procedures relate solely to issues of competency and no other grounds of discipline.

14. The acts of the Panel, intervenor, coordinator, CSA and the DOE shall be final.

## **Q. Probationary Periods**

Effective July 1, 2000, properly assigned or appointed principals, and education administrators Level IV, and education administrators Level III that report to a Superintendent or Deputy Superintendent, shall serve a three year probationary period. All other supervisors properly assigned or appointed shall serve a five year probationary period. A superintendent may propose the completion of probation for a supervisor who has provided exemplary and outstanding service, after a minimum of three years of appointed service in title, by writing to the Chancellor and providing a rationale or justification for the proposal. These matters are to be discussed as part of the annual professional performance review process. If the Chancellor is satisfied with the proposal and justification, the Chancellor will approve and the superintendent will advise the supervisor in writing of permanent certification of appointment, in accordance with applicable provisions of law. In the case of High School or Citywide Special Education Programs, the Chancellor's approval of the appropriate Executive's proposal which has been recommended by the High School/Citywide Superintendent would also grant tenure. It is understood that these matters are not grievable. Any issues arising out of the implementation of this agreement will be considered jointly by the parties.

## **R. Retroactivity**

In the event that any payment is not paid on the date due under the *2003-2010 CSA Memorandum of Agreement*, such payment when made shall be paid retroactive to such date due.

# **ARTICLE VIII -- LEAVES OF ABSENCE AND SICK LEAVE**

## **A. Leaves of Absence Without Pay**

### **1. Leaves of Absence Without Pay**

Leaves of absence without pay shall be granted upon application to supervisors on regular appointment or proper assignment for the following purposes:

- a. Study related to the supervisor's license field.

- b. Study to meet eligibility requirements for a license other than that held by the supervisor.
- c. Acceptance of a supervisory or teaching position in a foreign country for one year, with such leave renewable for an additional year. Such position shall be sponsored or approved by the Government of the United States.
- d. Acceptance of a teaching or supervisory position in the City University or a college of the University of the State of New York for one year with such leave renewable for one year.

The DOE will recommend to the Teachers' Retirement Board the granting of retirement credit for the duration of the aforesaid leaves. "Urgent needs" of the school to which the supervisor is assigned may be asserted by the DOE as justifying a temporary denial of any application for leave without pay.

## 2. Leaves of Absence for CSA Officers

Supervisors who are officers of the CSA or who are appointed to its staff shall, upon proper application, be given a leave of absence without pay during the 2003-04, 2004-05, 2005-06, 2006-07, 2007-08, 2008-09, 2009-10 school years for the purpose of performing legitimate duties for the CSA. Supervisors given leaves of absence without pay shall receive credit toward annual salary increments on the schedules appropriate to their rank. The DOE agrees to recommend to the Teachers' Retirement Board that the time spent on leave of absence pursuant to this section be granted as service credit for retirement purposes and that the supervisors receiving such leave of absence be permitted to pay regular monthly contributions based upon their earnable salaries as members of the supervisory staff for the period of such leave.

No more than ten leaves of absence without pay shall be granted for each full school year.

## 3. Leave Without Pay to Adjust Personal Affairs

Supervisors may be granted a leave of absence without pay of up to two years to adjust personal affairs (such as the winding up of a family business on the death or incapacitation of the family member in charge) in accordance with existing rules and regulations. Supervisors who are denied such a leave may refer the matter to the Chief Executive Officer of the Division of Human Resources for review and final determination.

## **B. Cumulative Absence Reserve and Sick Leave**

1. For all supervisors except Education Administrators and Coordinators and Assistant Coordinators of Adult Education:
  - a. Supervisors on regular appointment or proper assignment who serve on a 10 month schedule shall earn 10 sick days per school year up to a maximum of 200 days and shall be granted absence refunds for illness on application, without a statement from a physician for a total of no more than ten days in any school year. Supervisors on a 10 month schedule will be allowed to use three of such ten days of sick leave for personal business provided that reasonable advance notice is given to the head of the school.

Supervisors who serve on a 12 month schedule shall earn 12 sick days per work year up to a maximum of 200 days and shall be granted absence refunds for illness on application, without a statement from a physician for a total of no more than twelve days in any school year.
  - b. A supervisor on regular appointment or proper assignment who has exhausted his/her cumulative sick leave may borrow up to 20 days of additional sick leave. However, in order to assure that borrowed sick leave is repaid, the employee may be requested to sign an appropriate document prepared by the DOE acknowledging a legal obligation to pay upon the cessation of service or commencement of a leave for more than one year.
  - c. Sick leave privileges shall extend to the taking of annual physical checkups or the taking of annual laboratory tests. Such absences shall be limited to one day in each school year.
  - d. Supervisors on regular appointment or proper assignment called to military duty will be credited upon their return with the same sick leave allowance for the period of their military service as they would have been entitled to in school service.
  - e. Supervisors serving in schools, or while on official duty on field assignments, shall not suffer loss of sick bank days for absence due to illness from the following children's diseases: rubeola (measles), epidemic parotitis (mumps), and varicella (chicken pox). It is understood that this paragraph does not apply to rubella (german measles). The DOE will approve absences without loss of sick bank days for supervisors serving in schools who contract Hepatitis B as a result of working with children who have been evaluated as presenting a substantial risk of exhibiting acting out behavior.

- f. Supervisors on regular appointment or proper assignment reinstated after retirement will be credited with the cumulative reserves remaining to their credit upon retirement.
- g. Employees of the Board of Higher Education who transfer as regularly appointed or properly assigned supervisors to the DOE shall have their cumulative reserves transferred and credited to them, but not in excess of the maximum number of days creditable in this system.
- h. Supervisors who resign or retire shall, upon application, receive termination pay on the basis of one-half of up to 200 days of unused sick leave accumulated after September 1967

The estate of a supervisor who dies during the term of this Agreement shall receive termination pay calculated on the same basis. This paragraph shall not apply to those supervisors who are presumed to have retired on the day immediately preceding their death pursuant to Section B20-410 of the Administrative Code of the City of New York as amended. Absence for illness after September 1, 1967, will be charged on a day for day basis to any unused sick leave accumulated prior to September 1, 1967. Absence immediately prior to resignation shall be paid on the same basis as termination pay.

- i. For sabbaticals that commence on or after August 1, 1994, employees on sabbatical leaves of absence shall not accrue days in their cumulative absence reserves for the period of the sabbatical leave.
- 2. For Education Administrators, Coordinators and Assistant Coordinators of Adult Education:
  - a. A sick leave allowance of one day per month of service shall be credited to the individual covered by this agreement and shall be used only for illness of the employee.
  - b. Sick leave allowance is cumulative up to 200 days, including sick leave allowance accumulated prior to becoming an Education Administrator, a Coordinator or Assistant Coordinator of Adult Education.
  - c. Proof of illness may be required for absences of more than three consecutive workdays.
  - d. The normal unit of charge against sick leave allowance is one-half day. However, the immediate supervisor may approve the use of units of one hour.
  - e. In the calculation of sick leave allowance, a full month's credit shall be given to an Education Administrator or Coordinator or Assistant Coordinator of Adult Education who has been in

full pay status for at least 15 calendar days during that month provided that: (a) where an individual has been absent without pay for an accumulated total of more than 30 calendar days in the workyear, he/she shall lose the sick leave credits earnable in one month for each 30 days of such accumulated absence even though in full pay status for at least 15 calendar days in each month during this period, and (b) if an individual loses sick leave allowance under this rule for several months in the workyear because he/she has been in full pay status for fewer than 15 days in each month, but accumulated during said months a total of 30 or more calendar days in full pay status, the individual shall be credited with the sick leave allowance earnable in one month for each 30 days of such full pay status.

- f. Where an Education Administrator, Coordinator or Assistant Coordinator of Adult Education is hospitalized on annual leave, the period of such verified hospitalization shall be charged to sick leave and not to annual leave. Where an individual is seriously disabled but not hospitalized while on annual leave, and providing the individual submits proof of such disability satisfactory to the Chief Executive Officer of Human Resources, written approval of the Chief Executive Officer may be given to charge such leave time to sick leave and not to annual leave, at the employee's option.
- g. Sick leave allowance accumulated in another DOE or City position shall be transferred to the employee's bank upon the employee's assignment/appointment as an Education Administrator, a Coordinator or an Assistant Coordinator of Adult Education.
- h. At the discretion of the Chief Executive Officer of Human Resources and upon the recommendation of the appropriate superintendent:
  - (1) Education Administrators, Coordinators and Assistant Coordinators who have exhausted all earned sick leave and annual leave balances may be permitted to use unearned sick leave allowance up to the amount earnable in one year of service chargeable against future earned sick leave; and
  - (2) Education Administrators, Coordinators and Assistant Coordinators may also be granted sick leave with pay for three months after 10 years of City service, after all credits have been used. In special instances, sick leave with pay may be further extended, with the approval of the Chief Executive Officer of Human Resources. The Chief Executive Officer of Human Resources shall base the determination in this matter on the nature and extent of illness and the length and character of service. Such extension, if granted, may not exceed nine months.

**C. Sabbatical Leaves of Absence, Retirement-Leave-in-Lieu-of-Sabbaticals and Lump Sum Payments for Retirement-Leave-in-Lieu of Sabbaticals**

1. Supervisors on sabbatical leave of absence shall receive compensation at the rate of sixty (60) percent of the supervisor's regular salary. The sabbatical leave pay of supervisors who receive a bonus shall be based upon their annual salary and the amount of the annual bonus received.

2a. Supervisors who become eligible for a sabbatical leave on or after October 1, 1972, shall make application for such leave within three years of the date on which they become eligible.

If application is not made within the time limit specified in the preceding paragraph, or after the application is approved and the leave is not taken as approved, such sabbatical leave privilege will be forfeited.

2b. An application for a sabbatical leave made within the prescribed three year period as provided in subparagraph (a) above will be granted to an eligible applicant in accordance with Section 106, Subsection 9, of the Bylaws of the Board of Education and applicable regulations.

3. Supervisors who are eligible for payment of retirement benefits immediately upon retirement will be entitled to leave-in-lieu-of-sabbaticals under these conditions:

a. Supervisors who were eligible for one or more sabbatical leaves as of August 31, 1971, will be granted leave-in-lieu-of-sabbaticals in accordance with the following schedule:

4 or more sabbaticals -- 1 year of leave

3 sabbaticals -- 9 months of leave

2 sabbaticals -- 6 months of leave

1 sabbatical -- 3 months of leave

b. A supervisor who forfeits his/her sabbatical leave privilege as provided in paragraph 2(a) above will be credited for that sabbatical leave with one and one-half months of leave-in-lieu-of-sabbatical, except that such credit shall not result in eligibility for a total of more than one year of leave-in-lieu-of-sabbaticals under this section.

- c. The period of a supervisor's leave-in-lieu-of-sabbaticals shall be reduced by one day for each sick day in excess of 30 days taken during the three year period immediately preceding the commencement of his/her retirement leave or in the case of those not entitled to retirement leave the three year period immediately preceding the commencement of his/her leave-in-lieu-of-sabbaticals. Sick days taken for a serious illness or injury that requires medical care in a hospital, or confinement in the employee's home or in a similar place or facility, for a period in excess of 14 consecutive calendar days shall not be counted in such reduction, upon approval by the Medical Bureau of satisfactory evidence.
- d. Request for leave-in-lieu-of-sabbaticals will be granted only if the supervisor has filed an application for retirement designating as the date on which his/her retirement is to become effective the day immediately following the expiration of the leave-in-lieu-of-sabbaticals to which he/she may be entitled. Leave-in-lieu-of-sabbaticals will become effective immediately upon the expiration of retirement leave or, in the case of those not entitled to retirement leave, upon approval by the Division of Human Resources. During the period of his/her leave-in-lieu-of-sabbaticals the supervisor shall receive pension credit and he/she shall be compensated at the rate of forty (40) percent of his/her regular salary. If he/she does not withdraw the application for retirement filed as required in the preceding subparagraph, he/she shall receive an additional sum equal to sixty (60) per cent of his/her regular salary payable as of the effective date of his retirement.

4. A supervisor who is granted a regular sabbatical leave may not receive a leave-in-lieu-of-sabbaticals for a period of five years from the expiration of such sabbatical leave. This limitation shall not apply to a sabbatical leave granted to a supervisor for reasons of serious illness after exhaustion of all his/her sick leave allowance.
5. Sabbatical leave privileges accumulated by a supervisor as of August 30, 1971, shall be credited to him/her only as leave-in-lieu-of-sabbaticals in accordance with the provisions of paragraph 3 of this Section C. This limitation shall not apply to a sabbatical leave granted to a supervisor after August 30, 1971, and before his/her application for retirement, for reasons of serious illness after exhaustion of all his/her sick leave allowance. A sabbatical leave taken under the circumstances described in the preceding sentence will be deducted from the number of sabbatical leave privileges credited to the supervisor as leave-in-lieu-of-sabbaticals.
6. Sabbatical leaves may be granted to supervisors for study or for restoration of health at the discretion of the Chancellor as provided in the By-Laws. No more than 40 sabbatical leaves

may be granted during any one year period commencing August 1<sup>st</sup> and concluding July 31<sup>st</sup>. Sabbaticals for study shall be conditioned upon the supervisor remaining in the New York City school system for three (3) years after his/her return.

7a. No supervisor shall be credited with leave-in-lieu-of-sabbaticals for any sabbatical he/she may become eligible for on or after October 1, 1976.

b. Effective October 1, 1976, no supervisor shall be granted leave-in-lieu-of-sabbaticals.

c. A supervisor, who may not be granted leave-in-lieu-of-sabbaticals as provided in paragraph (b) above, shall receive upon his/her retirement a payment equal to fifty percent (50) of the supervisor's monthly salary rate at retirement multiplied by the number of months or fraction thereof he/she would have been granted leave-in-lieu-of-sabbaticals. The payment shall be paid in three installments, one-third on his/her retirement date, one-third on the first anniversary date of his/her retirement and one-third on the second anniversary date of his/her retirement. The payments made under this paragraph shall not be credited for pension purposes. Should the supervisor die after retirement and before completion of payments under this section, such payments shall be paid to his/her estate.

8. Supervisors excused from service by the Board of Health of the City of New York because of tuberculosis may be granted up to five terms of sabbatical leave. Approval of the School Medical Director is required. Sabbaticals of this type are granted without reference to other regulations at the rate applicable to special sabbatical leaves for restoration of health.

This provision is not applicable to Education Administrator or Adult Education titles.

#### **D. Absence Without Notice**

Supervisors who are absent for 20 consecutive school days without notice shall be deemed to have resigned unless they have reasonable cause for failure to notify. The issue of the reasonableness of the cause and the penalty, if any, shall be subject to the grievance procedure, including binding arbitration, set forth in Article X. The provisions of Article VII K shall not be applicable to supervisors deemed to have resigned pursuant to this section.

## **E. Notification of Resignation and Retirement**

The DOE and the CSA recognize the importance of providing continuity in the educational leadership in the schools. Therefore, the following provisions will apply:

1. Barring extreme personal circumstances, such as a sudden serious illness, or express written authorization from the Chancellor or his/her designee, school-based supervisors will not retire or resign without giving at least ninety (90) days' written notice to their immediate supervisor of their retirement or resignation. School-based supervisors who comply with this section may elect to receive their final entitlement payment in a lump sum within ninety (90) days of the effective date of their retirement or resignation. School-based supervisors who do not comply with this provision will have their final entitlement payments made in a lump sum two (2) years after their resignation/retirement date.
2. Supervisors who comply with this provision may commence terminal leave at any time assuming they have submitted an irrevocable resignation or retirement notice.

The DOE, in turn, upon receiving such notification, will fill the vacancy in accordance with existing regulations and to the extent possible by the beginning of the subsequent school term.

## **F. Interim Acting Assignments**

Supervisors who accept an interim acting assignment under the jurisdiction of a different superintendent, will become, for all purposes, part of that superintendent's jurisdiction unless they seek and are granted a leave of absence from the superintendent of the jurisdiction in which they are serving prior to accepting the interim acting assignment. Such leaves of absence shall be for a period of time not to exceed one year and shall not be renewable. If the supervisor is granted a leave, the position shall not be considered a vacancy unless the superintendent chooses to fill the position. If the position is filled, the supervisor, upon returning from the leave, will be placed in a position in license in accordance with his or her seniority or will be in excess in accordance with the rules provided in Article VII L of the agreement.

# **ARTICLE IX -- OPPORTUNITY FOR TRANSFER**

## **A. School Supervisors**

Supervisors shall be given an opportunity for transfer from one district to another district or from one high school to another, in accordance with the following principles:

1. To be eligible for transfer the supervisor shall have completed five or more years of continuous service in title in the school from which transfer is sought. Such service shall have been completed at the time he/she applies for transfer.

In the case of a school supervisor who was excessed into another school or into a district office or into Central Headquarters and was then directly assigned to a school in the district from which the transfer is sought, years of continuous service shall be determined by including his/her service in the school from which he/she was excessed or in the district office or in Central Headquarters while in excess. A supervisor who under the excessing rules provided in Article VII returns to the school from which he/she was excessed within one year shall be considered to have had "continuous service" in that school.

A supervisor on assignment to a district office or Central Headquarters shall be eligible for transfer to a school if he/she had completed five or more years of continuous service in title in a school immediately preceding his/her assignment to the district office or to Central Headquarters.

2. The Community Superintendent of the district to which the transfer is sought or the appropriate High School Superintendent shall interview no fewer than the five eligible applicants with the greatest seniority. If more than five eligible persons apply the five most senior applicants shall be interviewed. Seniority is to be calculated on the basis of years of service in title, with each year in a special service school counting as one and one-half years.
3. Vacancies for which supervisors are interviewed shall be filled within six school months of the occurrence of the vacancy.
4. Consent of the releasing district will not be required.
5. Administrative procedures for the effectuation of these provisions are to be formulated by the DOE Board in consultation with the CSA.

## **B. Headquarters and District Office Supervisors**

Headquarters and District Office Supervisors assigned prior to July 1, 1981, shall be given an opportunity for transfer to other district offices or Central Headquarters' offices in keeping with the following principles:

1. To be eligible for transfer the properly assigned or appointed supervisor shall have completed five or more years of continuous service in the district, division or other organizational unit from which transfer is sought. Such service shall have been completed at the time he/she applies for transfer.
2. In the case of a supervisor who was excessed into another district office or into a Central Headquarters position and was then directly assigned to the position from which the transfer is sought, years of continuous service shall be determined by including his/her service in the office from which he/she was excessed.
3. The Community Superintendent of the district to which the transfer is sought or the appropriate Executive Director for a central office shall interview no fewer than the five eligible applicants with the greatest seniority. If more than five eligible persons apply at least the five most senior applicants shall be interviewed. Seniority is to be calculated on the basis of years of service in the title.
4. Consent of the releasing district or central office will not be required.

## **C. Transfer Pool**

A pool of supervisors who may be transferred within their districts will be established. Inclusion in the pool shall be on a voluntary basis and shall be for a two year period and renewable for additional two year periods. A supervisor may reject a transfer only once during the two year period and may opt out of the pool only at the time of rejecting the transfer.

## **ARTICLE X -- GRIEVANCE PROCEDURE**

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints. A resolution should occur at the earliest possible step in

every case that can reasonably be resolved. In order to accomplish its stated purpose, a grievance conference must be attended by those individuals who may be able to promote resolution or, if resolution is not possible in a particular case, to provide the necessary information for a fair determination of the grievance. At the Chancellor's level, superintendents will be expected to attend or to have a suitable representative present at the conference. Failure to attend may result in sustaining the grievance on procedural grounds. Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with his/her immediate supervisor.

#### **A. Definition**

1. The term "grievance" shall mean:
  - a. A complaint by a supervisor covered by this Agreement that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.
  - b. A complaint by CSA involving alleged misapplication or misinterpretation of this Agreement.

#### **B. Adjustment of Grievances**

Grievances shall be presented and adjusted in the following manner:

##### **1. First Level--All Supervisors**

A supervisor shall within 20 school days following the actual knowledge of the act or condition on which the complaint is based submit the complaint in writing to his/her immediate supervisor. The written complaint shall state the specific act or condition and grounds on which it is based, the contractual provision which is alleged to have been violated and the remedy sought. A Step 1 Grievance Form agreed upon by the parties shall be used, but failure to use the form will not result in forfeiture of the grievance. A grievance which is technically flawed at Step 1 may be promptly amended or refiled without regard to the stated time limitations. It is understood that, if the complaint is resolved at the first level, no formal record of the proceeding shall be made or kept without the written consent of the aggrieved supervisor. If the complaint is not resolved at the first level, the immediate supervisor shall issue a written decision,

including supporting reasons in response to the information supplied by the grievant, within ten school days after receipt of the written complaint.

**2. Second Level--Supervisors Other Than Principals**

If the grievance is not resolved at the first level, CSA may, within 15 school days after receipt of the decision of the second level supervisor, appeal in writing to the Chancellor. The appeal shall set forth the basis for the grievance and the reasons for the appeal. Within ten school days following receipt of the appeal, but with not less than two school days written notice to all those who participated in the second level conference, a conference shall be called by the Chancellor or his/her designee with a view to arriving at a mutually satisfactory resolution of the complaint. The grievant shall be entitled to representation by the CSA. The immediate supervisor and the community or assistant superintendent will be expected to attend the conference or to have a suitable representative present at the conference in order to promote resolution of the grievance or, if resolution is not possible, to provide the necessary information for a fair determination of the grievance. Within 15 school days following the conference, the Chancellor or his/her designee shall communicate the written decision, including supporting reasons in response to the information supplied by the grievant, to the grievant and to the CSA.

**3. Grievances Initiated By CSA**

CSA may initiate a grievance as defined in paragraph A 1 b above at the level of a community superintendent, a high school superintendent or the Chancellor as may be appropriate within 30 school days following the actual knowledge of the act or condition on which the complaint is based.

**C. Arbitration**

A grievance which has not been resolved at the level of the Chancellor may be submitted to an arbitrator by the CSA.

A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Chancellor under the grievance procedure, except in cases where, upon expiration of the 15 school day time limit for decision, the CSA filed notice with the Chancellor of intention to submit the grievance to arbitration and no decision was issued by the Chancellor within five school days after receipt of such notice. The proceeding may be initiated by the CSA filing with the Board and the American Arbitration Association a notice of arbitration. The notice shall be filed within ten school days after receipt of the decision of the Chancellor or, where no decision has been issued in the circumstance described above, within three school days following the expiration of the five

school day period provided above. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement involved.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to the selection of the arbitrator, the hearings, fees and expenses. The arbitrator shall issue his decision not later than 30 days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement and he shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law;
2. Involving DOE discretion or DOE policy under the provisions of this Agreement, under Board Bylaws, or under applicable law, except that he may decide in a particular case that DOE policy was disregarded or that its attempted application under any term of this Agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion;
3. Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under its Bylaws, applicable law and rules and regulations have the force and effect of the law.

The decision of the arbitrator shall be in writing and, if made in accordance with his/her jurisdiction and authority under this Agreement, shall be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.

#### **D. General Provisions as to Grievances and Arbitration**

1. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the DOE Board to take the action complained of, subject, however, to the final decision on the grievance.

2. Nothing contained in this Article or elsewhere in this Agreement shall be construed to deny to any employee his/her rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.
3. All grievance conferences shall be held at convenient times and locations in order to afford a fair and reasonable opportunity for all those entitled to be present to attend. When such conferences are scheduled during DOE working hours all persons participating shall be excused from their regular duties without loss of pay.

#### **E. Time Limits**

1. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved supervisor to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed acceptance of the decision rendered at that level.
2. The time limits specified in this procedure may be extended in any specific instance by mutual agreement.

#### **F. Priority Handling of Grievances**

The DOE and the CSA will consult periodically on the priority of handling grievances pending at the level of the Chancellor with a view to expediting the processing of grievances which require prompt disposition.

#### **G. Special Procedures for Grievances Arising Out of Per Session Employment**

Where the grievance arises out of selection for Per Session Employment of Supervisors only, the provisions of Article X (A), (B), (C), and (D) shall apply except that the time limits prescribed in Article X (B) shall be modified in these respects:

1. The grievance must be presented orally or in writing within five days after the employee has knowledge of the act or condition which is the basis of the complaint.

2. The community or high school superintendent, director or other appropriate Board official shall render a decision as expeditiously as possible but no later than three days after receipt of the complaint.
3. The grievance may be appealed by the CSA to the Chancellor within three days after the decision of Step I has been received.
4. The Chancellor shall communicate his/her decision within five days after receipt of the appeal.
5. If the grievance is not resolved at the Chancellor's level, it may be appealed to arbitration by the CSA within two days after receipt of the Chancellor's decision and the parties shall arrange for the prompt hearing and resolution of the grievance at arbitration.
6. In determining the time limits of this provision, Saturdays, Sundays and official Board of Education holidays shall not be counted.

#### **H. Per Session Employment Arbitrations**

Where the grievance arises out of the selection of Per Session Employment of Supervisors only, the provisions of Article X (C) shall apply for grievances arising under Article VI (C) except that:

1. Cases shall be submitted to an arbitrator designated by mutual agreement of the parties.
2. Awards shall be issued within five days after the close of the hearing.
3. The voluntary labor arbitration rules of the American Arbitration Association shall apply to proceedings so far as they relate to the hearing.
4. Backpay shall be available as a remedy only to the extent the DOE cannot make an equal amount of substitute per session employment available to the grievant. Such substitute per session employment shall be scheduled at a fair and reasonable time during the term of the position for which the grievant had applied. Substitute employment not during the term of the position shall be scheduled at a fair and reasonable time mutually agreed to by the parties.

#### **ARTICLE XI -- SPECIAL COMPLAINTS**

It is the declared objective of the parties to encourage the prompt and informal resolution of special complaints not covered by the grievance procedure and to dispose of such complaints as they arise and to provide recourse to orderly procedures for their adjustment.

#### **A. Definition**

A "special complaint" by a supervisor that a person or persons or groups are engaging in a course of harassing conduct, or in acts of intimidation, which are being directed against him/her in the course of his/her employment, and that the principal of the school in which he/she is assigned or the Community Superintendent of the district in which he/she is employed or the appropriate Superintendent at the high school level has not afforded the supervisor adequate relief against such course of conduct or acts of intimidation.

#### **B. Filing and Priority Handling**

A special complaint shall be promptly filed with the Chancellor by the affected employee or, upon his/her request, by the CSA. Such complaint shall receive expedited handling pursuant to this Article.

#### **C. Joint Investigation and Informal Resolution**

Within five days after the special complaint is filed with the Chancellor, a Joint Investigating Committee consisting of one representative designated by the Chancellor and one representative designated by CSA shall investigate the complaint at the school or district level to ascertain the facts and bring about a prompt resolution of the problem without resort to formal procedures. In the course of its investigation, the Joint Investigating Committee shall confer with the principal of the school, the Chancellor and other persons involved in the controversy.

#### **D. Administrative Hearing and Continued Attempt at Informal Resolution**

If the complaint is not resolved by the Joint Investigating Committee to the satisfaction of the affected supervisor the CSA may request a hearing before the Chancellor. Within five days after receipt of the request for hearing, the Chancellor, or a representative designated by him/her, shall hold a hearing at which the Joint Investigating Committee shall report its findings. At the hearing the Chancellor, or his/her representative, shall make every effort to resolve the complaint informally and all persons shall cooperate towards this end.

#### **E. Decision of the Chancellor**

Within five days following the close of the hearing, the Chancellor shall notify all parties of his/her decision and the manner in which it shall be effectuated.

#### **F. Fact-Finding and Recommendations**

If the complaint is not resolved by the Chancellor, the CSA may submit it for hearing and fact-finding before an arbitrator selected in accordance with Article X (C) of this Agreement. The submission shall be made within ten school days after the issuance of the Chancellor's decision.

The voluntary labor rules of the American Arbitration Association shall apply to the proceeding insofar as they relate to the hearing, fees and expenses. The fact-finder shall render findings not later than 72 hours from the date of the close of the hearing or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the fact-finder. The findings of fact shall be in writing. The fact-finder shall limit his/her findings strictly to the question whether the employee's complaint has been substantiated by the evidence. If the fact-finder finds the complaint to be substantiated and unremedied, he/she shall recommend an appropriate remedy.

The fact-finder shall not interpret or apply the provisions of this Agreement or exercise any of the other functions specified in Article X of this Agreement, nor shall he/she exercise any of the powers conferred upon trial examiners pursuant to Section 2590-j 7 (f) of the Education Law.

#### **G. Board Consideration**

Within ten days after receipt of the fact-finder's report or the date of the next executive session of the Board, whichever is later, the Board shall make a determination.

### **ARTICLE XII -- CONSULTATION**

#### **A. Districts, Bureaus and High Schools**

A CSA consultation committee shall be established in each community district, high school subdivision and bureau. The community superintendent, bureau director or superintendent for the High School sub-division shall meet once a month with such committee for the purpose of

consulting with respect to matters of mutual concern in the areas of educational and supervisory responsibility and to questions relating to the implementation of this Agreement.

#### **B. Chancellor**

A CSA committee will meet monthly with the Chancellor or his/her Deputy for consultation on matters of mutual concern and on questions relating to the implementation of this Agreement. CSA will be consulted in advance by the Chancellor or his/her Deputy on any proposed changes in policy or administration which may involve supervisory working conditions.

### **ARTICLE XIII -- EXCLUSIVE CHECK-OFF AND PAC EMPLOYEE CONTRIBUTIONS**

#### **A. Exclusive Check-Off**

The DOE will honor, in accordance with their terms, only such written authorizations as are properly executed by employees in the unit covered by this Agreement for the deduction of their dues in behalf of the CSA. The DOE will honor individual written authorization for the deduction of CSA dues in accordance with their terms, including authorizations stating that they are irrevocable until the following June 30 and automatically renewable for another year unless written notice is given to the DOE between June 15 and June 30.

#### **B. PAC Employee Contributions**

Employees may elect to have voluntary contributions to a CSA Political Action Committee deducted from their paychecks. The DOE will forward the funds to the CSA on the same basis as dues check-off funds.

### **ARTICLE XIV -- AGENCY SHOP**

The DOE shall deduct from the wage or salary of employees in the bargaining unit who are not members of the CSA an amount equivalent to the dues levied by the CSA and shall transmit the sum so deducted to the CSA, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York, as amended. The CSA affirms it has adopted such procedure for refund of agency shop deduction as required in Section 3 of Chapters 677 and 678 of the Laws of the State of New York. This provision for agency fee deduction shall continue in effect so long as the CSA maintains such procedure. The Union shall refund to the employees any agency shop fees wrongfully deducted and transmitted to the Union.

The Union agrees to hold the DOE harmless against claims arising out of the deduction and transmittal of agency shop fees in instances where there is a final adjudication by a court or arbitrator or by PERB that said agency shop fees should not have been deducted and transmitted to the Union. The agency shop fee deductions shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

## **ARTICLE XV -- CONFORMITY TO LAW**

- A.** If any provision of this Agreement is or shall at any time be contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the CSA.
- B.** In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.

## **ARTICLE XVI -- NO-STRIKE PLEDGE**

This Article is required by the Public Employees' Fair Employment Act, as amended by Section 204a, approved March 10, 1969. The CSA and the DOE recognize that strikes and other forms of work stoppages by supervisors are contrary to law and public policy. The CSA and the [DOE] Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The CSA therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work, by the supervisors covered by this Agreement, nor any instigation thereof.

## **ARTICLE XVII -- NOTICE-LEGISLATIVE ACTION**

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

## **ARTICLE XVIII -- MATTERS NOT COVERED**

With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the DOE agrees that it will make no changes without appropriate prior negotiation with the CSA.

The DOE will continue its present policy with respect to sick leaves, sabbatical leaves, vacations, holidays and injury in the line of duty, except insofar as change is commanded by law.

## **ARTICLE XIX -- DEFINITIONS**

As used in this Agreement, the following terms shall mean:

### **A. Chancellor**

The term "Chancellor" shall mean the Chancellor of the City district.

### **B. Community Superintendent**

The term "Community Superintendent" shall mean a Community Superintendent of a Community District.

### **C. Board**

The term "Board" shall mean the City Board, it being understood, nevertheless, that this Agreement is binding on all Community Education Councils in accordance with Section 2590 of the Education Law.

### **D. Intermediate Supervisor**

Except for purposes of Article VII L, the term "Intermediate Supervisor" shall mean (a) in school organizations -- an Assistant Principal, an Assistant Principal (Administration) and an Assistant Principal (Supervision) and (b) in headquarters, district or other organizations -- an Assistant Director and all other lower ranking supervisors.

### **E. Community Education Council**

The term "Community Education Council" shall mean the Board of Education of a community district.

## ARTICLE XX -- SCHOOL PSYCHIATRISTS

**A.** The following provisions of the Supervisors' Agreement are made applicable to the employees in the School Psychiatrists' unit: Article II -- Fair Practices; Article III E -- Pension and Retirement Program; Article VI J -- Supervisor Files; Article VII -- General Benefits to provide the following benefits: Reimbursement For Medical Expenses; Vacation Pay Credit and Service Credit; Assistance In Assault Cases; Pay During Military Service; Excuse For Selective Service Examination; Damage or Destruction of Property; Payment for Jury Duty; Section 4 of Summons, Discharge or Review; Withdrawal of Resignation and Subsequent Reappointment; Medical Report and Review and Information to CSA; Probationary Periods. Article X -- Grievance Procedure; Article XII -- Consultation; Article XIII -- Exclusive Checkoff and PAC Employee Contributions; Article XIV -- Agency Shop; Article XV -- Conformity to Law; Article XVI -- No Strike Pledge; Article XVII -- Notice - Legislative Action; Article XVIII -- Matters Not Covered (first paragraph); Article XXVI -- Cost Limits; Article XXVII -- Duration.

### **B. Article VIII**

Leaves of Absence and Sick Leave of Supervisors' Agreement shall be applicable to employees in this unit except that the provisions which provide for retirement-leave-in-lieu-of-sabbaticals shall not apply to employees in this unit.

### **C. Salaries**

The following salary schedule shall apply during the term of the agreement:

#### (15 hour license)

Years of service as such	<u>7/1/2003</u>	<u>7/1/2004</u>	<u>7/1/2005</u>	<u>7/1/2006</u>	<u>6/1/2007</u>	<u>10/6/2007</u>	<u>4/6/2008</u>	<u>9/25/2009</u>
1	\$52,736	\$54,318	\$54,935	\$56,720	\$59,817	\$61,013	\$64,064	\$64,948
2	\$53,538	\$55,144	\$55,770	\$57,583	\$60,727	\$61,942	\$65,039	\$65,937
3	\$54,338	\$55,968	\$56,604	\$58,444	\$61,635	\$62,868	\$66,011	\$66,922
4	\$55,099	\$56,752	\$57,397	\$59,262	\$62,498	\$63,748	\$66,935	\$67,859
5	\$55,896	\$57,573	\$58,227	\$60,119	\$63,401	\$64,669	\$67,902	\$68,839
6	\$56,702	\$58,403	\$59,066	\$60,986	\$64,316	\$65,602	\$68,882	\$69,833
7	\$57,498	\$59,223	\$59,896	\$61,843	\$65,220	\$66,524	\$69,850	\$70,814
<b>School Psychiatrist</b>	<b>\$91,420</b>	<b>\$94,163</b>	<b>\$95,233</b>	<b>\$98,328</b>	<b>\$103,697</b>	<b>\$105,771</b>	<b>\$111,060</b>	<b>\$112,593</b>

**(35 hour license):**

<b>Chief School Psychiatrist <u>(part-time):</u></b>	<b>\$70,483</b>	<b>\$72,597</b>	<b>\$73,422</b>	<b>\$75,808</b>	<b>\$79,947</b>	<b>\$81,546</b>	<b>\$85,623</b>	<b>\$86,805</b>
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#### **D. Longevity Increments - Psychiatrists**

Effective February 12, 1996, or on such date thereafter as the requirements shall be met, additional compensation known as "longevity increments", shall be paid to those employees eligible therefore pursuant to the conditions and at the rates set forth below. The gross annual salary rates of employees to whom said longevity increment is payable shall be computed by adding the sum provided per annum to the rates ascertained without consideration of said longevity increment. Longevity increments shall be payable as follows, based upon years of paid service:

	<u>7/1/2003</u>	<u>7/1/2004</u>	<u>7/1/2005</u>	<u>7/1/2006</u>	<u>6/1/2007</u>	<u>10/6/2007</u>	<u>4/6/2008</u>	<u>9/25/2009</u>
<b>7 but less than 10 years</b>	<b>\$1,324</b>	<b>\$1,364</b>	<b>\$1,379</b>	<b>\$1,424</b>	<b>\$1,502</b>	<b>\$1,532</b>	<b>\$1,609</b>	<b>\$1,631</b>
<b>10 but less than 15 years</b>	<b>\$1,934</b>	<b>\$1,992</b>	<b>\$2,015</b>	<b>\$2,080</b>	<b>\$2,194</b>	<b>\$2,238</b>	<b>\$2,350</b>	<b>\$2,382</b>
<b>15 but less than 20 years</b>	<b>\$3,095</b>	<b>\$3,188</b>	<b>\$3,224</b>	<b>\$3,329</b>	<b>\$3,511</b>	<b>\$3,581</b>	<b>\$3,760</b>	<b>\$3,812</b>
<b>20 or more years</b>	<b>\$3,846</b>	<b>\$3,961</b>	<b>\$4,006</b>	<b>\$4,136</b>	<b>\$4,362</b>	<b>\$4,449</b>	<b>\$4,671</b>	<b>\$4,735</b>
<b>22 years of Dept. Service</b>	<b>\$3,677</b>	<b>\$3,787</b>	<b>\$3,830</b>	<b>\$3,954</b>	<b>\$4,170</b>	<b>\$4,253</b>	<b>\$4,466</b>	<b>\$4,528</b>

School psychiatrists (35 hours) shall receive the same longevity increment provided for principals of day high schools.

#### **E. Welfare Benefits**

Article III C, Welfare Benefits, paragraph 1, Choice of Health Plans, Paragraph 2, Supplemental Benefits, and Paragraph 3, Supplemental Benefits for Retirees, of the Supervisors' Agreement shall apply to all employees in this unit.

### **ARTICLE XXI -- COMMITTEES**

**A.** A labor-management committee shall be established by the Board and the CSA to consider such matters as:

- i. Role and responsibility of Assistant Principals (Supervision) in high schools
- ii. Work day and work year of school-based supervisors and "Supervisors of. . ."
- iii. Vacation entitlements of Education Administrators who become school-based supervisors and the vacation entitlements of school-based supervisors who become Education Administrators.
- iv. Reduction of paperwork.
- v. Children left after school.
- vi. Minimum supervisory staffing standards for efficient functioning of schools.
- vii. Partnership between CSA and the Board regarding all supervisory staff development.
- viii. Condensing the number of license areas covered by the CSA contract.
- ix. Salaries of Principals at different levels.
- x. Supervisory professionalism.
- xi .Elimination of sabbatical leaves and replacement of them with health leaves at no additional cost.
- xii. Performance increase system for Education Administrators and other non- school based titles represented by CSA.
- xiii. Implementation of the Voluntary Severance Agreement
- xiv. Evaluation standards for supervisors

The committees listed above shall be composed of members appointed by the Chancellor and the CSA. An agenda shall be presented in advance of the monthly meetings.

## **ARTICLE XXII -- EVALUATION/OBSERVATION JOINT COMMITTEE**

The CSA and the Board of Education are committed to attracting and retaining the most competent staff and will strive towards the creation of an evaluation and professional development plan that gives each supervisor and administrator choices and a role in his/her own professional growth, particularly with respect to supervisory and administrative skills and knowledge. This program should enable employees to assist in the professional development of less experienced staff members.

To this end the CSA and the DOE will discuss in a labor management committee the evaluation standards for supervisors..

We will seek to enhance and develop skills and knowledge as well as provide a means of identifying supervisors and administrators whose professional competence is in question.

## **ARTICLE XXIII-- CHAIRPERSONS OF COMMITTEES ON SPECIAL EDUCATION**

### **A. General Terms And Conditions**

The following provisions of the supervisors' Agreement shall apply to Chairpersons covered by this agreement: Article II -- Fair Practices; Article III D, 1, 2, 3, and 4 -- Welfare Benefits (effective February 12, 1996); Article III E -- Pension and Retirement Program; Article V B2 -- Work Year and School Day; Article VI G -- Professional Conferences, H -- Bureau Conferences, I -- Use of Personal Cars, J -- Supervisor Files, K -- Equipment Repair, and L -- Telephone Service; Article VII A -- Reimbursement for Medical Expenses, C -- Skin Test, D -- Requests for Medical Examination of Supervisors, E -- Assistance in Assault Cases, F -- Pay During Military Service, G -- Excuse for Selective Service Examination, H -- Damage or Destruction of Property, I -- Payment for Jury Duty, J 1 -- Summons, M -- Medical Report and Review, N -- Information to CSA, and O -- Salary Payment; Article VIII A -- Leaves of Absence Without Pay, D -- Absence Without Notice, and E -- Notification of Retirement; Article X -- Grievance Procedure; Article XI -- Special Complaints; Article XII -- Consultations; Article XIII -- Exclusive Check-Off and PAC Employee Contributions; Article XIV -- Agency Shop; Article XV -- Conformity to Law; Article XVI -- No Strike Pledge; Article XVII -- Notice -- Legislative Action; Article XVIII -- Matters Not Covered; Article XIX -- Definitions; Article XXI -- Committees; Article XXVI -- Cost Limits; and Article XXVII -- Duration.

### **B. Salaries**

1. The salary for Chairpersons shall be:

Effective	July 1, 2003	\$100,589
Effective	July 1, 2004	\$103,607
Effective	July 1, 2005	\$104,784

Effective	July 1, 2006	\$108,189
Effective	June 1, 2007	\$114,096
Effective	October 6, 2007	\$116,378
Effective	April 6, 2008	\$122,197
Effective	September 25, 2009	\$123,883

2. Chairpersons with five years or more of paid service as a Chairperson shall have their gross annual salary rates computed by adding the sum of

\$2,695 effective	July 1, 2003;
\$2,776 effective	July 1, 2004;
\$2,808 effective	July 1, 2005;
\$2,899 effective	July 1, 2006;
\$3,057 effective	June 1, 2007;
\$3,118 effective	October 6, 2007;
\$3,274 effective	April 6, 2008;
\$3,319 effective	September 25, 2009;

to the rate determined in paragraph 1 above.

3. Chairpersons with 15 years or more of paid service as a supervisor shall have their gross annual salary rates computed by adding the sum of

\$1,634 effective	July 1, 2003;
\$1,683 effective	July 1, 2004;
\$1,702 effective	July 1, 2005;
\$1,757 effective	July 1, 2006;
\$1,853 effective	June 1, 2007;
\$1,890 effective	October 6, 2007;
\$1,985 effective	April 6, 2008;
\$2,012 effective	September 25, 2009;

to the rate determined in paragraphs 1 and 2 above.

4. Chairpersons with 20 years or more of paid service as a supervisor shall have their gross annual salary rates computed by adding the sum of

\$1,572 effective	July 1, 2003;
\$1,619 effective	July 1, 2004;
\$1,637 effective	July 1, 2005;
\$1,690 effective	July 1, 2006;
\$1,782 effective	June 1, 2007;
\$1,818 effective	October 6, 2007;
\$1,909 effective	April 6, 2008;
\$1,935 effective	September 25, 2009;

to the rate determined in paragraphs 1, 2 and 3 above.

5. Chairpersons with 22 years or more of board service shall have their gross annual salary rates computed by adding the sum of

\$3,852 effective	July 1, 2003;
\$3,968 effective	July 1, 2004;
\$4,013 effective	July 1, 2005;
\$4,143 effective	July 1, 2006;
\$4,369 effective	June 1, 2007;
\$4,456 effective	October 6, 2007;
\$4,679 effective	April 6, 2008;
\$4,744 effective	September 25, 2009;

to the rate determined in paragraphs 1, 2, 3 and 4 above.

#### **C. Work Week, Work Year, Vacations, Vested Benefits and Sick Leave**

The work week, work year, vacations and vested benefits provisions applicable to Education Administrators and contained in Article V F and G shall apply to Chairpersons covered by this agreement. The sick leave provisions applicable to Education Administrators and contained in Article VIII B 2 of this agreement shall apply to Chairpersons.

#### **ARTICLE XXIV -- GAINSHARING INITIATIVES**

a. The parties hereby agree to a Boardwide gainsharing initiative. "Gainsharing" is defined as the sharing by labor and management of savings generated by significantly increased and measurable productivity initiatives and reforms while maintaining or increasing existing educational service levels. The parties agree to establish a committee to develop a gainsharing program (the "Gainshare Committee"), which shall be chaired by the Chancellor and the CSA

President and shall include additional members to be named by each chair. The Gainshare Committee will jointly develop a gainsharing program and issue a mission statement. No later than the start of the February 1995 school term, each chair shall submit at least four substantial proposals. Such proposals must have meaningful quantifiable and documented savings. The proposals should also include mechanisms for joint monitoring of the ongoing and sustained achievement of these savings. Within 45 days of the submission of such proposals, the Gainshare Committee shall agree to proceed on a minimum of three significant programs to be implemented during the 1995-96 school year, or such other date as may be mutually agreed to by the parties. The proposals may, in the first instance, include pilot programs within the school system and between the school system and city agencies.

- b. The Gainshare Committee will establish milestones and monitor on a regular basis the progress of the gainsharing programs set forth in this provision and will continue to develop additional gainsharing initiatives for implementation. The parties shall agree to a plan for the apportionment of the savings generated by the gainsharing programs. Such savings shall be distributed once the program is implemented and the appropriate monitoring systems are in place.
- c. It is the intention of the parties to develop gainsharing initiatives throughout the school system. These initiatives may require, but are not limited to, changes in the level, methods, means, personnel, organization, and technology of school services. The co-chairs will establish the appropriate labor-management committees to jointly develop gainsharing programs. Such committees will report their progress to the Gainshare Committee. Employee participation in developing gainsharing proposals will be encouraged.

If there is any dispute as to the implementation of agreed upon programs or the apportionment of the savings generated by these gainsharing programs, either party may submit the matter for an expedited determination to a joint panel consisting of one person designated by the Chancellor, one person designated by the Union President, and one impartial chairperson jointly selected by the Chancellor and the Union President. Where the dispute involves educational issues, the jointly selected impartial must have some educational expertise and experience. The joint panel shall also have the authority to hear and decide any and all disputes brought by either party arising out of the implementation of the terms of this article. Such disputes shall be submitted to the joint panel for an expedited determination. Such determinations shall be issued within thirty (30) days of submission of any dispute to the joint panel and such determinations of the joint panel shall be final and binding.

- d. The Gainshare Committee shall be assisted in its mission by an Educational Productivity Advisory Council (EPAC) which shall consist of representatives from the city's academic and business communities, to be selected jointly by the co-chairs of the Gainshare Committee. The EPAC shall include at least one parent of a child of the public schools. The EPAC shall work with the Gainshare Committee to review CSA operations and formulate strategies as to the implementation of a more effective and efficient delivery of services. The EPAC shall also be responsible for producing periodic reports on the progress of the gainsharing programs.
- e. The parties recognize that in certain cases in order to maximize the savings associated with gainsharing proposals to be shared by the parties, reassignment of employees may be required. The policy and procedures for any such reassignment will be negotiated by the parties.
- f. The parties agree that there shall be no layoffs resulting from any gainsharing program developed.

## **ARTICLE XXV -- COST LIMITS**

The parties agree that the terms of this unit agreement shall be effective July 1, 2003, and terminate March 5, 2010, and that this Agreement conforms to the Memorandum of Agreement of April 20, 2007, the Memorandum of Understanding dated April 1, 2003 and the Financial Plan of the City of New York.

## **ARTICLE XXVI -- DURATION**

This Agreement and each of its provisions shall be effective as of July 1, 2003, and shall continue in full force and effect until March 5, 2010. The provisions of this Agreement are modified by and subject to any applicable provisions of the New York State Financial Emergency Control Act for the City of New York, as amended.

ERNEST A. LOGAN  
President  
Council of Supervisors  
and Administrators of the  
City of New York, Local 1  
American Federation of  
School Administrators

JOEL I. KLEIN  
Chancellor  
The New York City Department of Education

*Brooklyn, New York-- 2008*